

BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION

In Re: Petition to resolve) DOCKET NO. 920420-EU
territorial dispute in Baker) ORDER NO. PSC-95-0668-FOF-EU
County with OKEFENOKE RURAL) ISSUED: May 31, 1995
ELECTRIC MEMBERSHIP CORPORATION)
by FLORIDA POWER & LIGHT)
COMPANY.)
_____)

The following Commissioners participated in the disposition of this matter:

SUSAN F. CLARK, Chairman
J. TERRY DEASON
JOE GARCIA

NOTICE OF PROPOSED AGENCY ACTION

ORDER APPROVING JOINT PLAN TO ELIMINATE DUPLICATE ELECTRIC FACILITIES AND RESOLVE TERRITORIAL DISPUTES

BY THE COMMISSION:

NOTICE IS HEREBY GIVEN by the Florida Public Service Commission that the action discussed herein is preliminary in nature and will become final unless a person whose interests are substantially affected files a petition for a formal proceeding, pursuant to Rule 25-22.029, Florida Administrative Code.

CASE BACKGROUND

In May, 1992, Florida Power and Light (FPL) filed three separate petitions to resolve territorial disputes with Okefenoke Rural Electric Membership Corporation (Okefenoke) in Baker and Nassau Counties. The dockets were consolidated for hearing purposes, and a case schedule was established; but in October, 1992, after Hurricane Andrew, the parties requested an extension of the case so that FPL could concentrate its resources on recovery from the hurricane, and then the parties would attempt a negotiated settlement of the case. That request was granted in Order No. PSC-92-1302-PCO-EU, issued November 12, 1992. In May, 1993, the parties requested and received additional time to negotiate an agreement, and on July 28, 1993, they filed a joint motion for approval of a territorial agreement. Our staff reviewed the proposed agreement and informed the parties that they were concerned about several of its provisions. The parties agreed to revise the agreement to satisfy the staff's concerns.

DOCUMENT NUMBER-DATE

05165 MAY 31 95

FPSC-RECORDS/REPORTING

In the meantime, Okefenoke and Jacksonville Electric Authority (JEA) were litigating another territorial dispute over service in Duval County. On November 18, 1993, we approved Okefenoke and JEA's Joint Plan to Eliminate Duplicate Electric Facilities and Resolve Territorial Dispute. (Order No. PSC-93-1676-FOF-EU, issued --.) The plan that the Commission approved contemplated the transfer of a group of customers in Yulee, Nassau County, Florida from Okefenoke to JEA. The customers that JEA agreed to serve were identified on exhibit "C" to the petition. Apparently the parties inadvertently included the Florida Community College of Jacksonville among those customers. Both parties had agreed in other territorial negotiations with Florida Power and Light Company (FPL) that FPL would serve the college, and JEA had agreed with FPL that it would not serve the Yulee customers. When Florida Power and Light discovered this problem, it initially withdrew from the joint petition for approval of the territorial agreement with Okefenoke. Thereafter, when JEA and Okefenoke sought and received clarification from the Commission that they did not intend to transfer the college to JEA (see Order No. PSC-94-0989-FOF-EU, issued August 15, 1994), FPL reopened negotiations with Okefenoke to develop a territorial agreement for Baker and Nassau Counties, and began discussions with JEA about the other Yulee customers. JEA intervened in the case, and on March 22, 1995, the three parties filed their joint motion for approval of second amended territorial agreement and approval of settlement agreement. The agreement and the settlement are attached to this order as Attachment 1.

DECISION

The FPL/Okefenoke Territorial Agreement

Under the terms of the agreement, 95 Okefenoke customer accounts will be transferred to FPL, and 114 FPL customer accounts will be transferred to Okefenoke. Each of the transferred customers will receive a refund of their deposit from their respective utility. The new utility will then bill the customer for a new deposit, if any, in an amount no greater than that required by the transferring utility. In addition, customers will be allowed to take up to three months to pay the deposit.

All transfers of distribution facilities necessary to accomplish the respective customer account transfers under this agreement will be completed within one year of the Commission's final order approving the agreement. Transfer of these facilities is also subject to approval by the Rural Utilities Service (RUS)

and the National Rural Utilities Cooperative Finance Corporation (NRUCFC). No facilities will be transferred prior to receipt of such approval.

Section 2.11 of the agreement states that in the case of exceptional circumstances, economic constraints, or good engineering practices, it may be necessary, upon written request, to provide interim service to a new customer whose end use facilities are located within the territorial area of the other party. If the interim service lasts, or is expected to last, for more than one year, the parties will request formal approval of the service from the Commission.

The FPL/Okefenoke agreement provides that any modification, changes, or corrections to this agreement are subject to Commission approval. The agreement will remain in effect until the Commission modifies or withdraws its approval after proper notice and hearing.

The agreement provides that three customers, The Federal Aviation Administration, Hance's recreational park and Nassau Host, Inc. motel/restaurant, will continue receiving service from their current utility although they will be located in the other utility's service area. The parties have requested that they be permitted to "grandfather" these customers under the agreement, rather than define a boundary that encloses the customers in small enclaves that field personnel would not be able to identify easily. As a general rule we frown on agreements that "grandfather" customers outside a utility's boundary for any extended period of time, but we recognize that in certain extraordinary circumstances it may be necessary to do so to ensure the cost-effectiveness and viability of the agreement. In this instance we believe the exception is appropriate.

The FPL customer, The Federal Aviation Administration, represents 33% of FPL's revenues in the Town of Hilliard and has received service from FPL for more than 30 years. FPL has established a demand-side management program with the FAA and is continuing to assist in further load control. Currently, Okefenoke does not offer a comparable load control program. Also, we believe it would be impractical and uneconomical to transfer this customer to Okefenoke, as FPL has recently invested in upgrading the FAA's service. The two Okefenoke customers, Hance's, and Nassau Host, Inc. have a long history of service with Okefenoke and represent present and potential commercial loads that will better diversify Okefenoke's primarily residential system in the area.

Given the overall importance of these customers to their utilities in this area we find that it is appropriate for FPL and Okefenoke to continue to serve these existing customers. The parties have agreed to notify the Commission when any of the three customer accounts undergo a "change-in-use". At that time our staff can determine if it is practical to transfer the customer or modify the boundary. The parties did not define the term "change-in-use" in the body of the agreement; but we will interpret it as it has been defined in recently approved territorial agreements. In those agreements, "change-in-use" of real property is defined to mean:

- (1) a change in the use from residential to business or visa-versa;
- (2) a change requiring reclassification under the applicable tariff;
- (3) a change which results in the installation of a new point of service; or,
- (4) a change in the ownership or occupancy to any person other than a widow/widower or divorced spouse of an existing customer who received electric service at the same location.

Transfer of the distribution facilities necessary to accomplish the respective customer account transfers under this settlement agreement are subject to approval of the RUS and the NRUCFC. Thus far, Okefenoke has not obtained the necessary approval. Therefore, Okefenoke should notify us in the event that such approval can not be attained within the one-year transfer period. This requirement will keep staff advised in the event that such approval is not granted within the established transfer period.

The agreement establishes a comprehensive boundary between the utilities service territories in Baker and Nassau counties. Upon consideration, we find that the agreement will prevent costly and inefficient duplication of facilities and will benefit the public interest. We approve it.

The FPL/Okefenoke/JEA Settlement Agreement

Under the terms of the Settlement agreement, 27 FPL customer accounts in the Callahan area will be transferred to JEA and 23 Okefenoke customer accounts in the Yulee area will be transferred

to FPL. Each of the transferred customers will receive a refund of their deposit from their respective utility. The new utility will then bill the customer for a new deposit, if any, in an amount no greater than that required by the transferring utility. In addition, customers will be allowed to take up to three months to pay the deposit.

All transfers of distribution facilities necessary to accomplish the respective customer account transfers under this agreement will be completed within one year of the Commission's final order approving this settlement agreement. Transfer of these facilities is also subject to approval by the RUS and the NRUCFC. No facilities will be transferred prior to receipt of such approval.

Section 1.8 of the settlement agreement states that in the case of exceptional circumstances, economic constraints, or good engineering practices, it may be necessary, upon written request, to provide interim service to a new customer whose end use facilities are within the territorial area of the other party. If such interim service lasts, or is expected to last for more than one year, the parties will request formal approval of the service from the Commission.

The FPL/Okefenoke/JEA settlement agreement provides that it shall remain in effect until the Commission modifies or withdraws its approval after proper notice and hearing. Any modification, changes, or corrections to this settlement agreement are subject to Commission approval.

As previously mentioned, this settlement agreement proposes to transfer 27 FPL customer accounts in the Callahan area to JEA. The customers are presently located within FPL's service area as approved by Order No. 9363.¹ The transfer contemplated in the Settlement agreement effectively modifies the existing territorial boundary established by Order No. 9363. JEA and FPL have agreed with this interpretation and have submitted a revised portion of the territorial boundary in Duval County. Therefore, the

¹ Docket No. 790886-EU, Order No. 9363, issued May 9, 1980. Application of Jacksonville Electric Authority for approval of a territorial agreement with Florida Power and Light relative to service areas. Reaffirmed original agreement (Docket No. 007421-EU, Order No. 3799, Issued April 28, 1965)

previously approved territorial boundary is modified to reflect the transfer of those customers to JEA, as depicted on Attachment 2 to this order.

Like Section 2.11 of FPL's and Okefenoke's proposed territorial agreement and Section 1.8 of the Settlement agreement, Section 3.4 of the primary FPL/JEA territorial agreement also allows for one utility to provide service in the other utility's service area. Section 3.4, however, does not require the utilities to take any action to notify the Commission if the service lasts or is expected to last more than one year. We are aware of a case where this lack of required action has resulted in a territorial dispute.² Therefore, we hold that if any future service provided by FPL or JEA pursuant to Section 3.4 of their primary agreement lasts or is expected to last for more than one year, the parties must seek formal approval of the service from us.

Transfer of the distribution facilities necessary to accomplish the respective customer account transfers under this settlement agreement are subject to approval of the RUS and the NRUCFC. Okefenoke shall notify us in the event that the approval can not be attained within the one-year transfer period. This requirement will keep staff advised in the event that the approval is not granted within the established transfer period

The settlement agreement embodies the Commission's objectives of delineating electric distribution systems, avoiding uneconomic duplication of facilities and providing for a reliable electric grid. Upon consideration, we find the settlement agreement to be in the public interest, and we approve it.

It is therefore,

ORDERED by the Florida Public Service Commission that Okefenoke Rural Electric Membership Corporation's and Florida Power and Light Company's Second Amended Territorial Agreement for Baker and Nassau Counties is approved. It is further

ORDERED that Okefenoke Rural Electric Membership Corporation shall notify the Commission in the event that approval from the Rural Utilities Service and the National Rural Utilities Cooperative Finance Corporation can not be attained within the one-year transfer period. It is further

² Docket No. 950307-EU, Petition to resolve a territorial dispute with Florida Power and Light Company in St. Johns County, by Jacksonville Electric Authority.

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 7

ORDERED that Okefenoke Rural Electric Membership Corporation and Florida Power and Light Company will notify the Commission when any of the three customer accounts, as discussed in the body of this Order, undergo a "change-in-use". It is further

ORDERED that Okefenoke Rural Electric Membership Corporation's, Florida Power and Light Company's and Jacksonville Electric Authority's Settlement Agreement for Duval and Nassau Counties is approved. It is further

ORDERED that Jacksonville Electric Authority and Florida Power and Light shall notify the Commission and seek approval of all future instances where service provided pursuant to Section 3.4 of the previously approved FPL/JEA Territorial Agreement, lasts or is expected to last for more than one year. It is further

ORDERED that the territorial agreement and the settlement agreement attached to this Order as Attachments 1 and 2 are hereby incorporated by reference into this Order. It is further

ORDERED that the provisions of this Order, issued as proposed agency action, shall become final and effective unless an appropriate petition, in the form provided by Rule 25-22.036, Florida Administrative Code, is received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on the date set forth in the "Notice of Further Proceedings or Judicial Review" attached hereto. It is further

ORDERED that in the event this Order becomes final, this Docket should be closed.

By ORDER of the Florida Public Service Commission, this 31st day of May, 1995.

BLANCA S. BAYÓ, Director
Division of Records and Reporting

by: Kay Flynn
Chief, Bureau of Records

(S E A L)

LW/MCB

NOTICE OF FURTHER PROCEEDINGS OR JUDICIAL REVIEW

The Florida Public Service Commission is required by Section 120.59(4), Florida Statutes, to notify parties of any administrative hearing or judicial review of Commission orders that is available under Sections 120.57 or 120.68, Florida Statutes, as well as the procedures and time limits that apply. This notice should not be construed to mean all requests for an administrative hearing or judicial review will be granted or result in the relief sought.

The action proposed herein is preliminary in nature and will not become effective or final, except as provided by Rule 25-22.029, Florida Administrative Code. Any person whose substantial interests are affected by the action proposed by this order may file a petition for a formal proceeding, as provided by Rule 25-22.029(4), Florida Administrative Code, in the form provided by Rule 25-22.036(7)(a) and (f), Florida Administrative Code. This petition must be received by the Director, Division of Records and Reporting, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850, by the close of business on June 21, 1995.

In the absence of such a petition, this order shall become effective on the day subsequent to the above date as provided by Rule 25-22.029(6), Florida Administrative Code.

Any objection or protest filed in this docket before the issuance date of this order is considered abandoned unless it satisfies the foregoing conditions and is renewed within the specified protest period.

If this order becomes final and effective on the date described above, any party substantially affected may request judicial review by the Florida Supreme Court in the case of an electric, gas or telephone utility or by the First District Court of Appeal in the case of a water or wastewater utility by filing a notice of appeal with the Director, Division of Records and Reporting and filing a copy of the notice of appeal and the filing fee with the appropriate court. This filing must be completed within thirty (30) days of the effective date of this order, pursuant to Rule 9.110, Florida Rules of Appellate Procedure. The notice of appeal must be in the form specified in Rule 9.900(a), Florida Rules of Appellate Procedure.

TERRITORIAL AGREEMENT
BETWEEN
FLORIDA POWER & LIGHT COMPANY
AND
OKEFENOKEE RURAL ELECTRIC MEMBERSHIP COOPERATIVE

Section 0.1 This is a Territorial Agreement made and entered into by and between OKEFENOKEE RURAL ELECTRIC MEMBERSHIP CORPORATION, an electric cooperative organized and existing under the laws of the State of Georgia and registered to transact business in the State of Florida pursuant to Section 425.27 of the Statutes of Florida (herein called the "COOPERATIVE"), and FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (herein called the "COMPANY"), for the express purpose of seeking an Order of the Florida Public Service Commission adopting the following recommended Territorial Agreement;

Section 0.2 WHEREAS, the COOPERATIVE, by virtue of Florida Statutes, Chapter 425, and its Charter, is authorized and empowered to furnish electricity and power to its members, private individuals, corporations and others, as defined by the laws of Florida, and pursuant to such authority, presently furnishes electricity and power to members and customers in areas of Baker and Nassau Counties, Florida and elsewhere; and

Section 0.3 WHEREAS, the COMPANY, by virtue of its Charter and the laws of Florida, is authorized and empowered to furnish electricity and power to persons, firms and corporations throughout

the State of Florida and pursuant to such authority presently furnishes electricity and power to customers in areas of Baker and Nassau Counties, Florida, and elsewhere; and

Section 0.4 WHEREAS, the respective areas of service of the parties hereto in Baker and Nassau Counties are contiguous in many places with the result that future duplication of service facilities will occur unless such duplication is precluded by a territorial agreement; and

Section 0.5 WHEREAS, the Florida Public Service Commission (herein called the "COMMISSION") has previously recognized that any such duplication of said service facilities by the parties result in needless and wasteful expenditures; and

Section 0.6 WHEREAS, the Commission is empowered by Section 366.04, Florida Statutes, to approve territorial agreements; and

Section 0.7 WHEREAS, the parties hereto desire to avoid and eliminate the circumstances giving rise to the aforesaid possible duplications and to that end desire to establish territorial boundaries;

Section 0.8 NOW, THEREFORE, in fulfillment of the purposes and

Section 1.4 End Use Facilities - As used herein, the term "End Use Facilities" shall mean a geographic location where the electric

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 11A

FPL-OREMC
Territorial Agreement
Page 4

energy used by a customer is ultimately consumed.

ARTICLE II
ELIMINATION OF OVERLAPPING FACILITIES

Section 2.1 As a result of the establishment of the boundary herein certain customer accounts and distribution facilities shall be transferred between the parties to comply with Section 1.1. Until such transfers are accomplished pursuant to Section 2.5, each utility is authorized to continue providing service to those identified customer locations.

Section 2.2 Those customer accounts identified in Exhibit "B" shall be transferred from the COOPERATIVE to the COMPANY.

Section 2.3 Those customer accounts identified in Exhibit "C" shall be transferred from the COMPANY to the COOPERATIVE.

Section 2.4 Each party is responsible for making the necessary modifications to its facilities to effect the transfers in Sections 2.2 and 2.3.

Section 2.5 The distribution facilities necessary to effect the transfers required by Sections 2.2 and 2.3, and the identified customer accounts, shall be transferred to the appropriate party

within one year of the COMMISSION's final order approving this Territorial Agreement. The one year period beginning with the Commission's final order of approval shall be the "transfer period".

If during the transfer period major repairs to the facilities to be transferred occur before the transfer due to storm damage, then the party which is to acquire those facilities shall pay, upon presentation of appropriate cost information, all capital costs only of the aforesaid repairs. However, before any major storm damage repairs are made, the acquiring party shall be given the opportunity to do the repairs itself, and effectuate the transfer of those storm damage customers at the time of repair. The parties hereto agree to timely notify each other, by letter, of any governmental mandate to relocate, for road modifications, facilities scheduled for transfer, and coordinate the customer transfers to allow the receiving party to carry out the relocation.

Prior to and after transfer of these facilities, it may be necessary for the parties to jointly use certain facilities and the COMPANY and COOPERATIVE shall enter into, as necessary, an appropriate joint use agreement for those specific facilities. Facilities are to be transferred in good operating condition. Customer meters and oil-filled equipment will not be transferred. Upon transfer of any facilities, the receiving utility shall be solely responsible for any maintenance, removal, upgrading or

improvements to those facilities.

Section 2.6 No provision of this Agreement shall be construed as applying to bulk power supply for resale, or to facilities dedicated to such bulk power supply.

Section 2.7 The utilities intend that transferred customers suffer no hardship due to different deposit requirements of each utility. The transferring utility will refund and/or apply to the final bill any deposit currently applicable. The receiving utility will then bill the customer a deposit, no greater than the deposit required by the transferring utility. The customer will be allowed to make up to three equal payments over three months to meet the deposit requirements of the receiving utility.

Section 2.8 All easements, street light contracts and joint use agreements held by either the COMPANY or the COOPERATIVE necessary or appurtenant to serving customers transferred pursuant to this Agreement are hereby assigned to the utility receiving the transferred customers.

Section 2.9 Allocations - The Cooperative Territorial Area, as herein defined, is hereby allocated to the COOPERATIVE as its service area, and the Company Territorial Area, as herein defined,

is hereby allocated to the COMPANY as its service area. The parties shall each have the right to provide retail distribution electric service to all customers within their respective territorial area. Neither party shall hereafter serve or offer to serve a retail customer whose End Use Facilities are located in the territorial area of the other party except as provided in Sections 2.10 and 2.11 below.

Section 2.10 Existing Points of Service - Because of the impracticality of establishing a boundary that places all COOPERATIVE or COMPANY retail distribution customers in the respective territorial areas of COOPERATIVE and COMPANY, both COOPERATIVE and COMPANY may continue to serve the locations shown in Exhibit "D", which are in the retail territorial area of the other party at the time of this agreement. Each party may maintain, repair and replace its facilities used to service such locations. A party serving a location listed on Exhibit "D" may install new facilities at such locations as long as the new facilities do not duplicate the existing facilities of the other party. In the event that there is a change of use for any customer listed in Exhibit "D" of this agreement, the parties agree to notify the Commission of such change of use. Nothing about this notification or change of use shall require any change to this agreement or automatically trigger a review of this agreement by

the parties or the Commission.

Section 2.11 Temporary Service - The parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a customer's end use facilities either cannot or should not be immediately served by the party in whose territorial area they are located. In such situations, upon written request by the party in whose territorial area the end use facilities are located, to the other party, the other party may agree in writing to temporarily provide service to such customer. If such temporary service lasts, or is expected to last for more than one year, the parties will seek formal approval of the service from the Commission.

Section 2.12 Express Feeders - FPL and OREMC may continue to have and maintain their existing respective 3-phase feeder lines within the service area of the other party for the purpose of express feed through the area. No such facilities shall be used by the owner to provide service to customers located in the service area of the other party.

ARTICLE III
PREREQUISITE APPROVAL

Section 3.1 Regulatory Approval - The provisions of this Agreement are subject to the regulatory authority of the Commission

whose approval shall be a prerequisite to the validity and applicability hereof. Neither party shall be bound hereunder until such approval has been obtained.

Section 3.2 Other Approval - To the extent required by law, the transfer of facilities discussed in Article II, above, shall be subject to approval by the Rural Utilities Service (formerly the Rural Electrification Administration) and the National Rural Utilities Cooperative Finance Corporation. No facilities or customers shall be transferred prior to the receipt of such approvals. The COOPERATIVE shall use its best efforts to meet the transfer timetable established in this Agreement. To the extent practicable the COMPANY and COOPERATIVE shall transfer customers in a contemporaneous fashion.

ARTICLE IV
DURATION

Section 4.1 Duration - This Agreement shall continue and remain in effect until the Commission, by order, modifies or withdraws its approval of this Agreement after proper notice and hearing.

ARTICLE V
CONSTRUCTION OF AGREEMENT

Section 5.1 Intent and Interpretation - It is hereby declared to be the purpose and intent of this Agreement, in accordance with

responsible for:

(a) Any tax, penalty or fee assessed on the COOPERATIVE arising out of or resulting from the transfer or facilities;

(b) Any tax, penalty or fee resulting from the operations of the facilities before the date of transfer;

(c) Any attorney's, accountant's or other fees or expenses incurred by the COOPERATIVE in connection with this Agreement or any transaction made necessary by this Agreement;

(d) Any liabilities or obligations resulting from any lawsuit or proceeding in any way related to the COOPERATIVE arising out of transactions or events in any way related to the facilities;
or

(e) Any accrued but unpaid obligation of the COOPERATIVE.

Section 6.3 **No Assumption of Liabilities by COOPERATIVE** - The COOPERATIVE will not be responsible for any financial obligations or liabilities of the COMPANY. Without limiting the generality of the foregoing, the COOPERATIVE shall not assume or be responsible for:

(a) Any tax, penalty or fee assessed on the COMPANY arising out of or resulting from the transfer or facilities;

(b) Any tax, penalty or fee resulting from the

operations of the facilities after the date of transfer;

(c) Any attorney's, accountant's or other fees or expenses incurred by the COMPANY in connection with this Agreement or any transaction made necessary by this Agreement;

(d) Any liabilities or obligations resulting from any lawsuit or proceeding in any way related to the COMPANY arising out of transactions or events in any way related to the facilities; or

(e) Any occurred but unpaid obligation of the COMPANY.

Section 6.4 Environmental Indemnification - The COOPERATIVE shall indemnify and hold the COMPANY harmless from and against any claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments, remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including but not limited to attorney's fees, paralegal charges and expenses, arising directly, or indirectly, in whole or in part, out of:

(a) Any activity by the COOPERATIVE's employees, contractors or agents, in connection with the treatment, decontamination, handling, removal, storage, cleanup, transport or disposal or hazardous material related to the COOPERATIVE's facilities transferred to the COMPANY; and

(b) The presence caused by the COOPERATIVE, its employees, agents or contractors or any hazardous materials or

releases or discharges of hazardous materials associated with the COOPERATIVE's facilities transferred to the COMPANY occurring before the transfers.

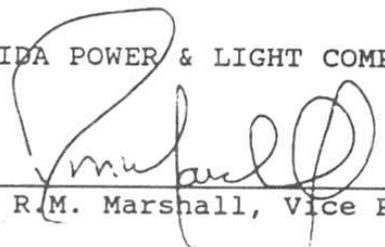
The COMPANY shall indemnify the COOPERATIVE in the same manner for (a) and (b) above, as they relate to the COMPANY's facilities transferred to the COOPERATIVE.

IN WITNESS WHEREOF, this Agreement has been caused to be executed in triplicate by the COOPERATIVE in its name by its Manager and by the COMPANY in its name by its Vice President; and one of said triplicate copies has been delivered to each of the parties hereto.

OKEFENOKEE RURAL ELECTRIC MEMBERSHIP
COOPERATIVE

By: 
W.D. Holland, Manager

FLORIDA POWER & LIGHT COMPANY

By: 
R.M. Marshall, Vice President

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 21

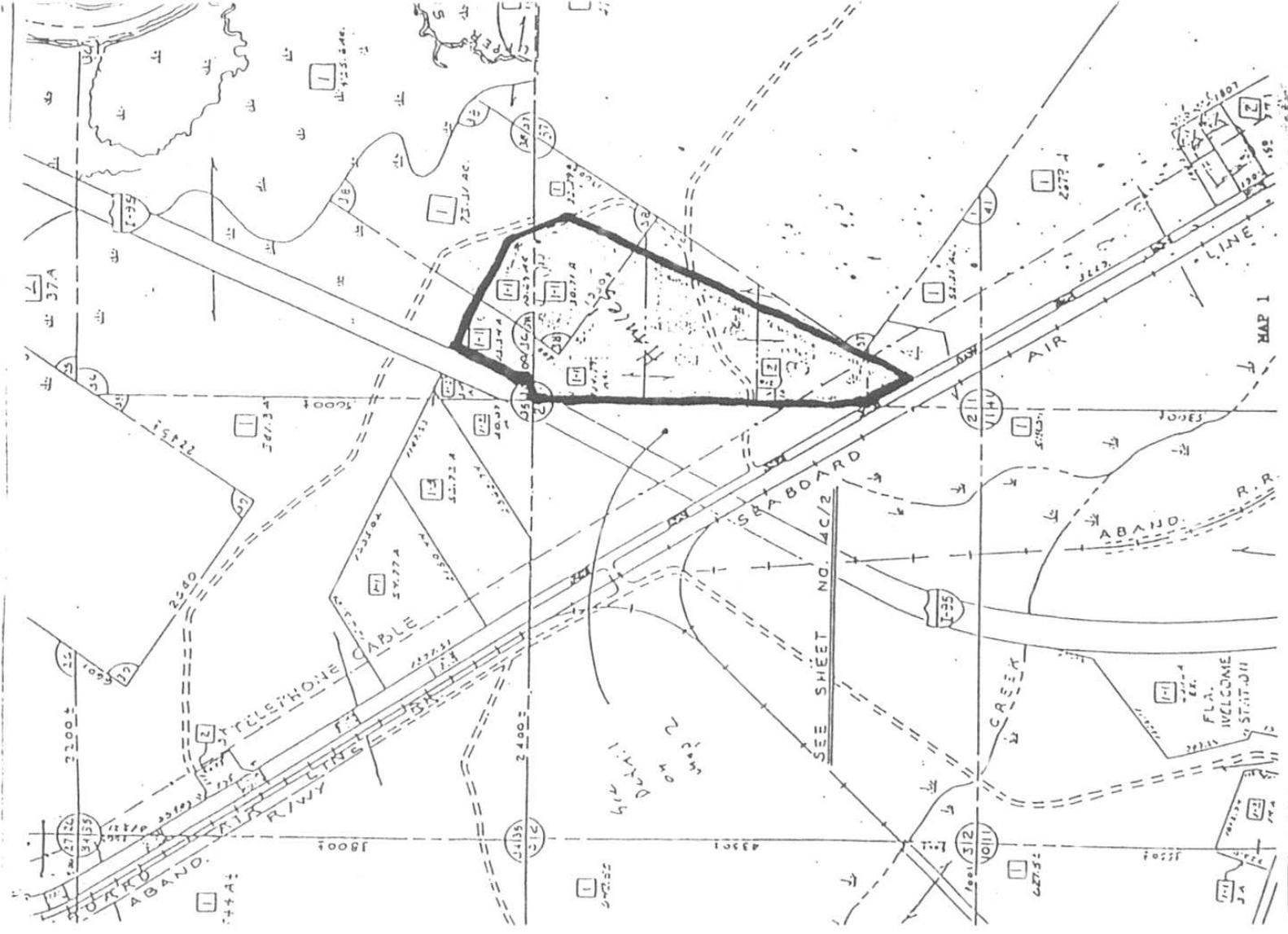
ATTACHMENT 1

Exhibit "A"

FPL and OREMC Maps to be Attached

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 22

ATTACHMENT 1



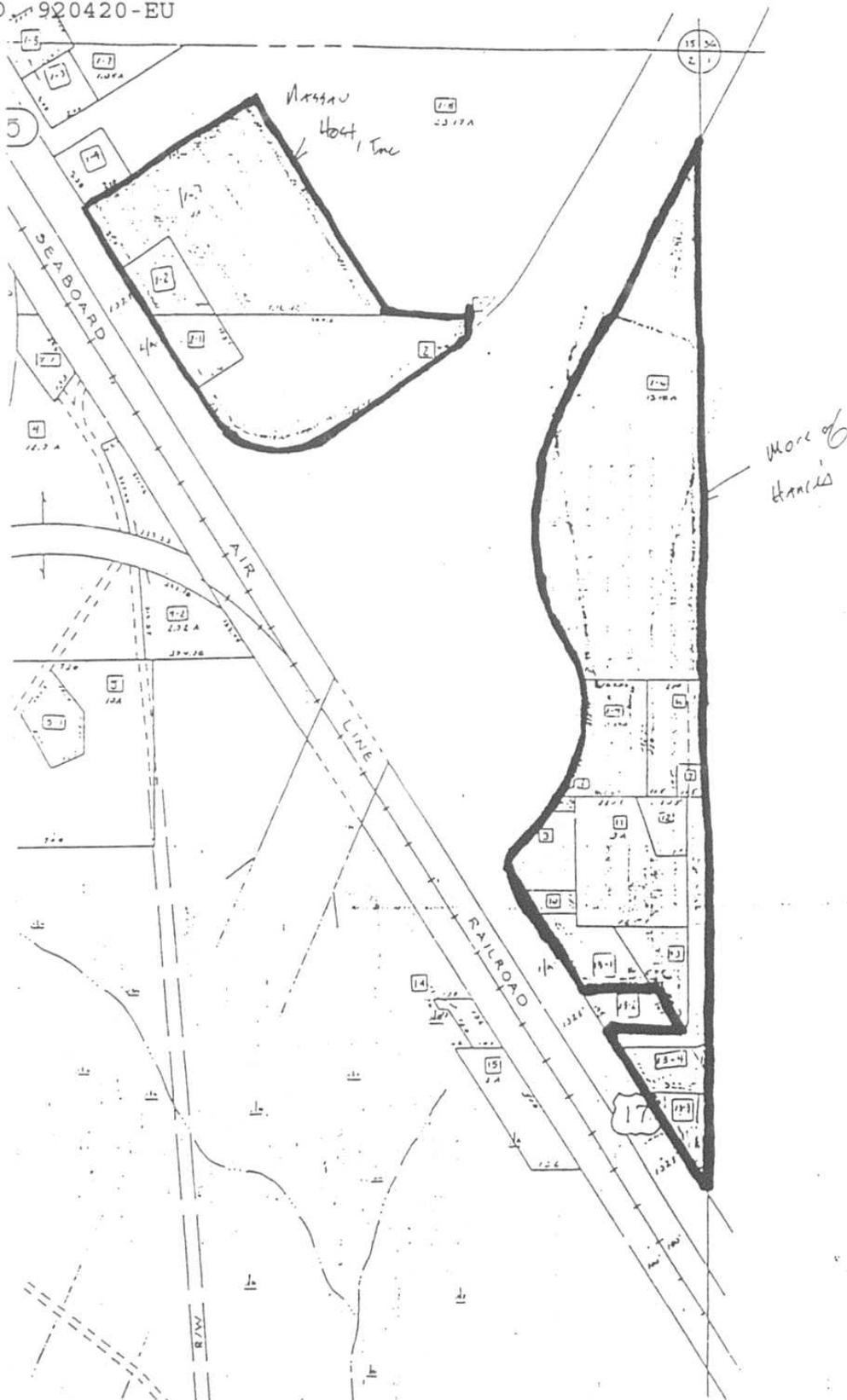
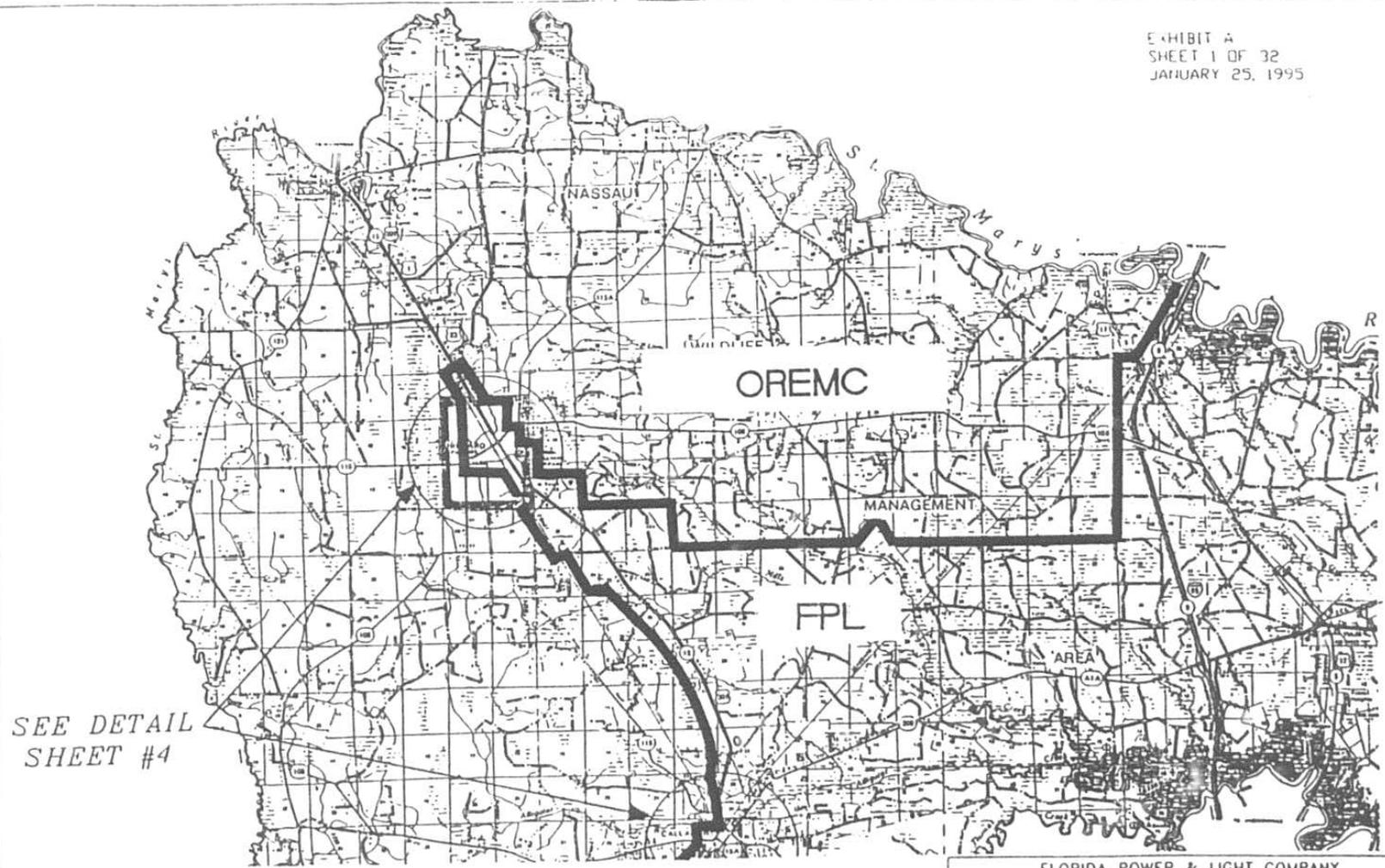


EXHIBIT A
SHEET 1 OF 32
JANUARY 25, 1995



ATTACHMENT 1

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 24



SEE DETAIL
SHEET #4

NASSAU COUNTY

NO	DATE	REVISION	BY	CH	COR	APP

FLORIDA POWER & LIGHT COMPANY

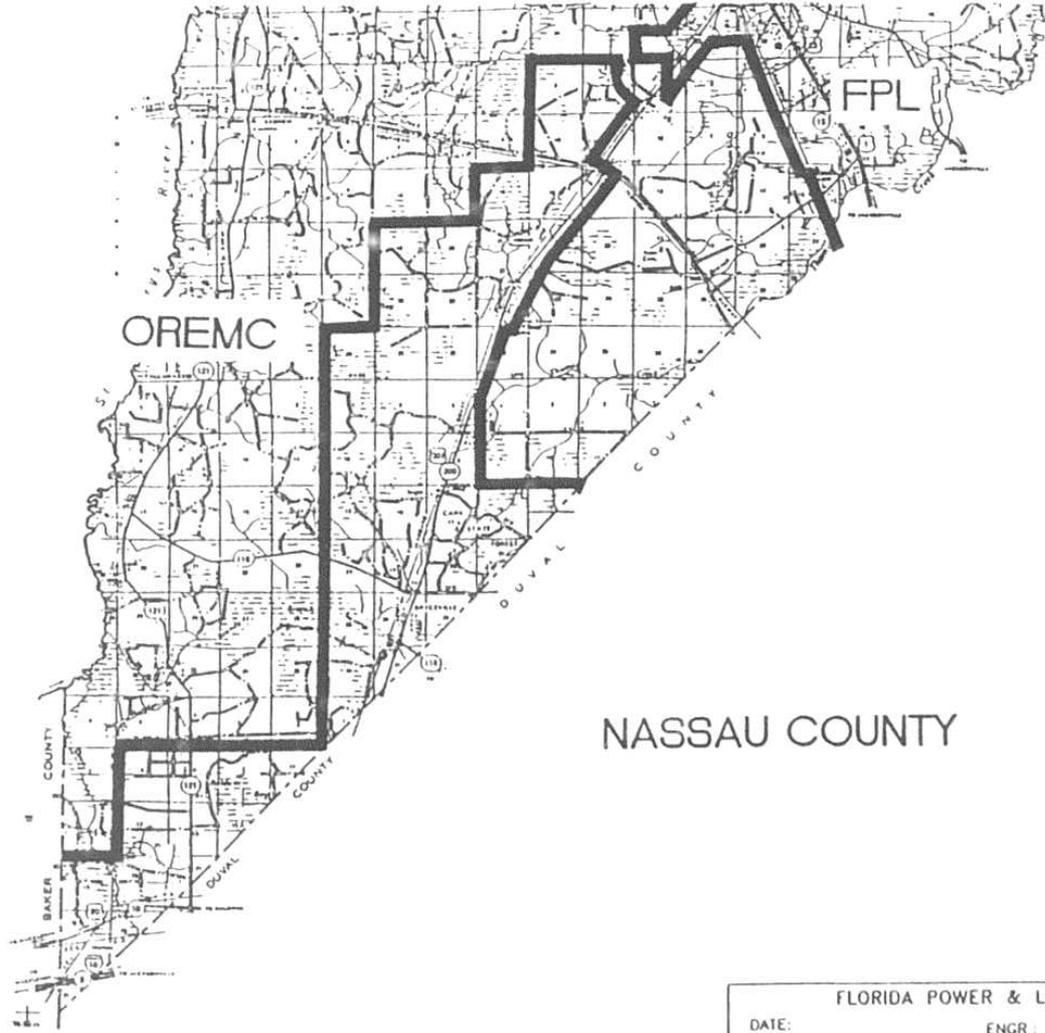
DATE: _____ ENGR: M. CARMAN
 SCALE: 1" = 2 MI MAP: VARIOUS
 JOB: / _____

ORDER NO. PSC-95-0668-FOF-EU
 DOCKET NO. 920420-EU
 PAGE 25

ATTACHMENT 1

NO	DATE	REVISION	BY	CH	COR	APP

EXHIBIT A
 SHEET 2 OF 32
 JANUARY 25, 1995



FLORIDA POWER & LIGHT COMPANY
 DATE: _____ ENGR: M. GARMAN
 SCALE: 1" = 2 MI. MAP # VARIOUS
 JOB # _____



ATTACHMENT 1

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 2

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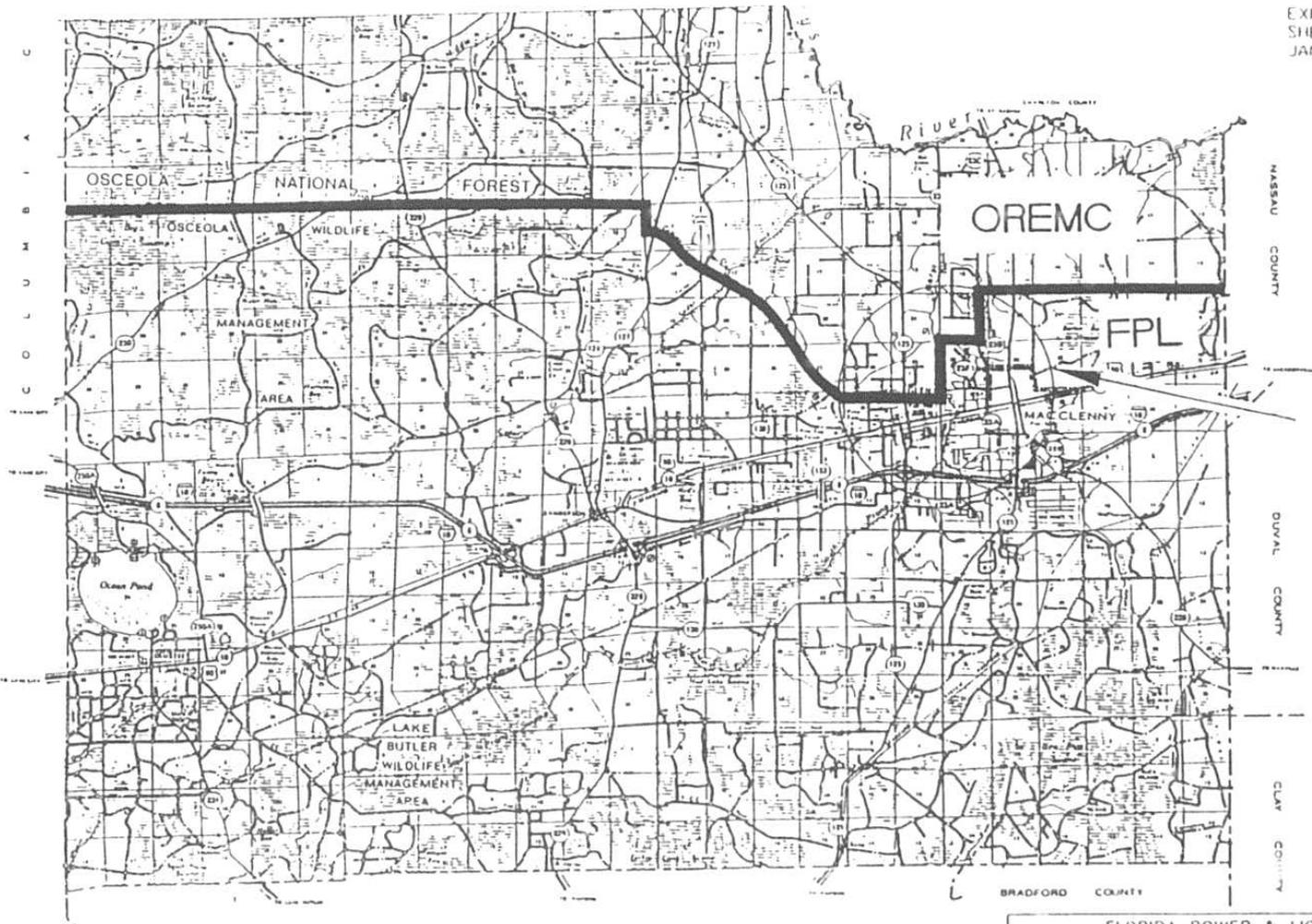


EXHIBIT A
SHEET 3 OF 32
JANUARY 25, 1995

SEE DETAIL SHEET #5

BAKER COUNTY

FLORIDA POWER & LIGHT COMPANY

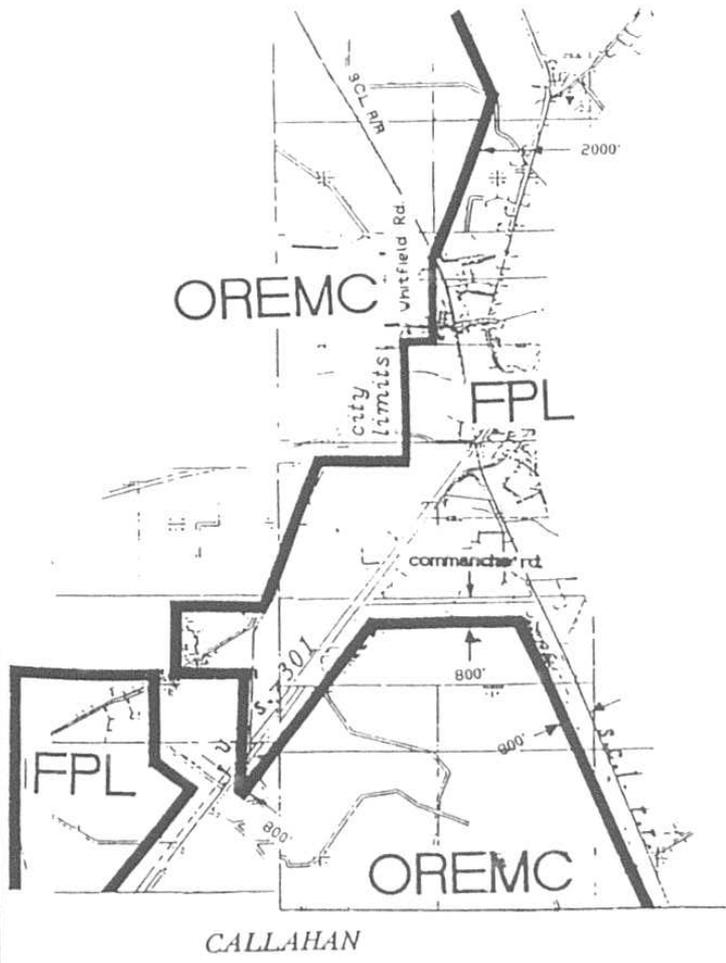
DATE: _____ ENGR. M. GARMAN

SCALE 1" = 2 MI MAP # VARIOUS

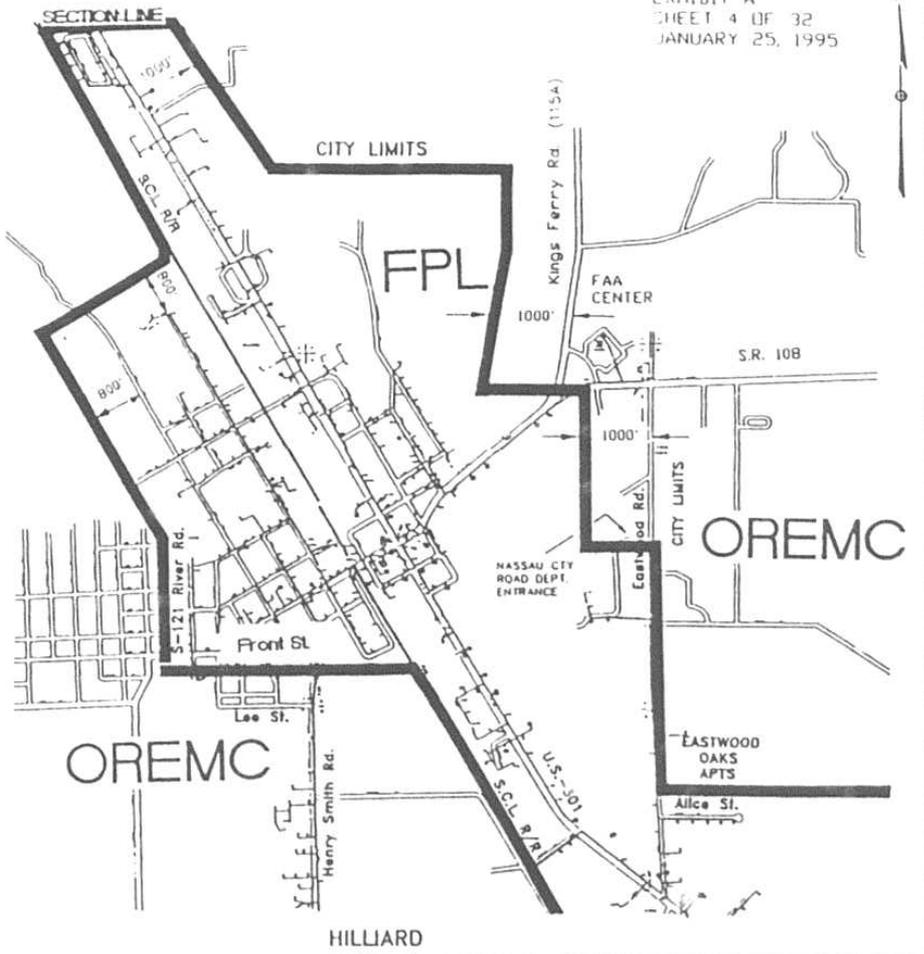
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ORDER NO. PSC-95-0668-FOF-EU
 DOCKET NO. 920420-EU
 PAGE 2

NO	DATE	REVISION	BY	CHK	COR	APP



CALLAHAN



HILLIARD

DETAILS FROM SHEET #1

FLORIDA POWER & LIGHT COMPANY
 DATE: _____
 SCALE: H.T.S.
 JOB # _____
 ENGR: M. GARMAN
 MAP # VARIOUS

EXHIBIT A
 SHEET 4 OF 32
 JANUARY 25, 1995



EXHIBIT A
SHEET 6 OF 32
JANUARY 25, 1995
DETAIL FROM 3 OF 32

FPL

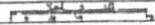
GLEN ST MARY
BAKER CO

REVISION DATE: 10/8/94

MC

GLEN ST MARY + US 90

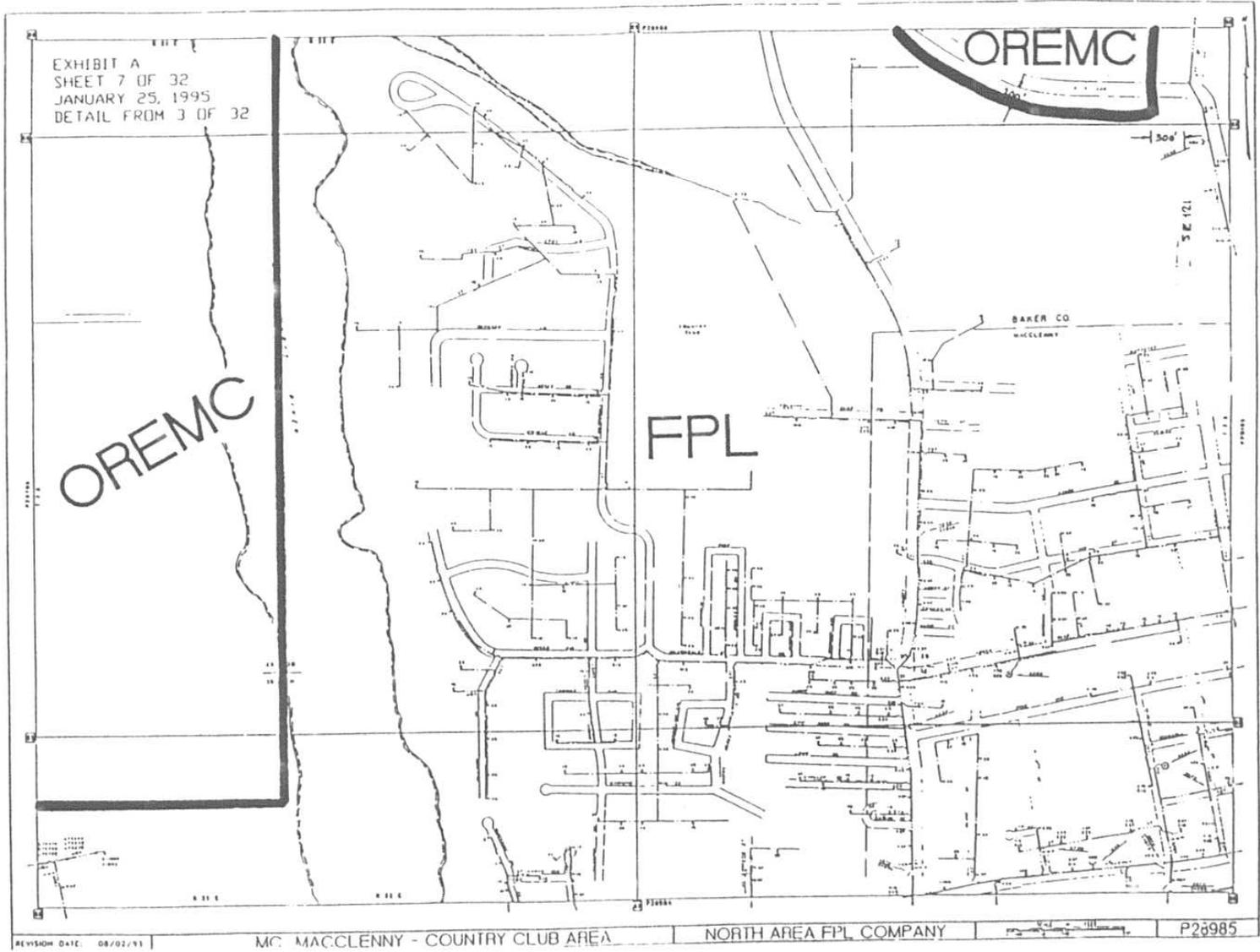
NORTH AREA FPL COMPANY



P28784

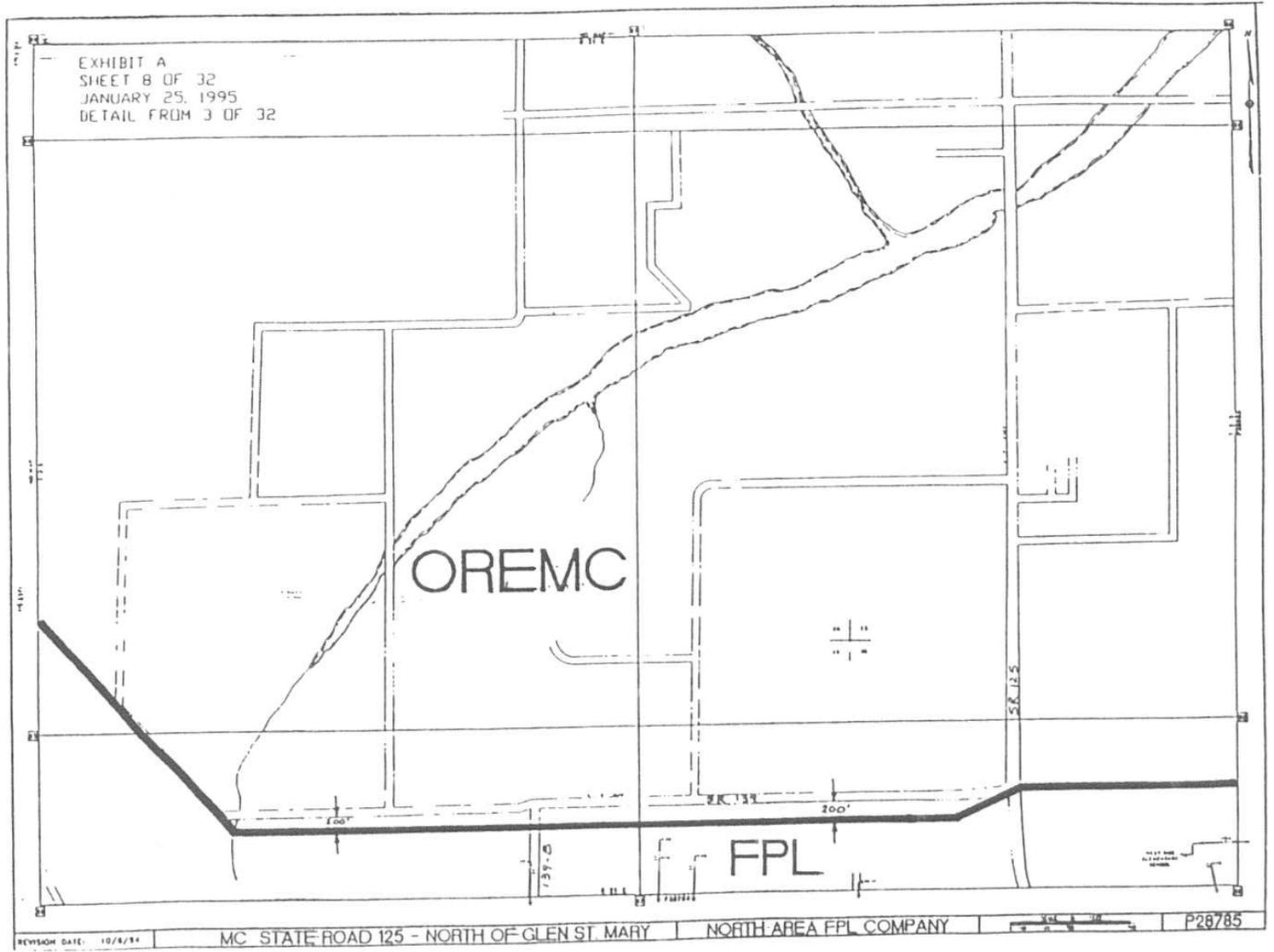
ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 30

ATTACHMENT 1



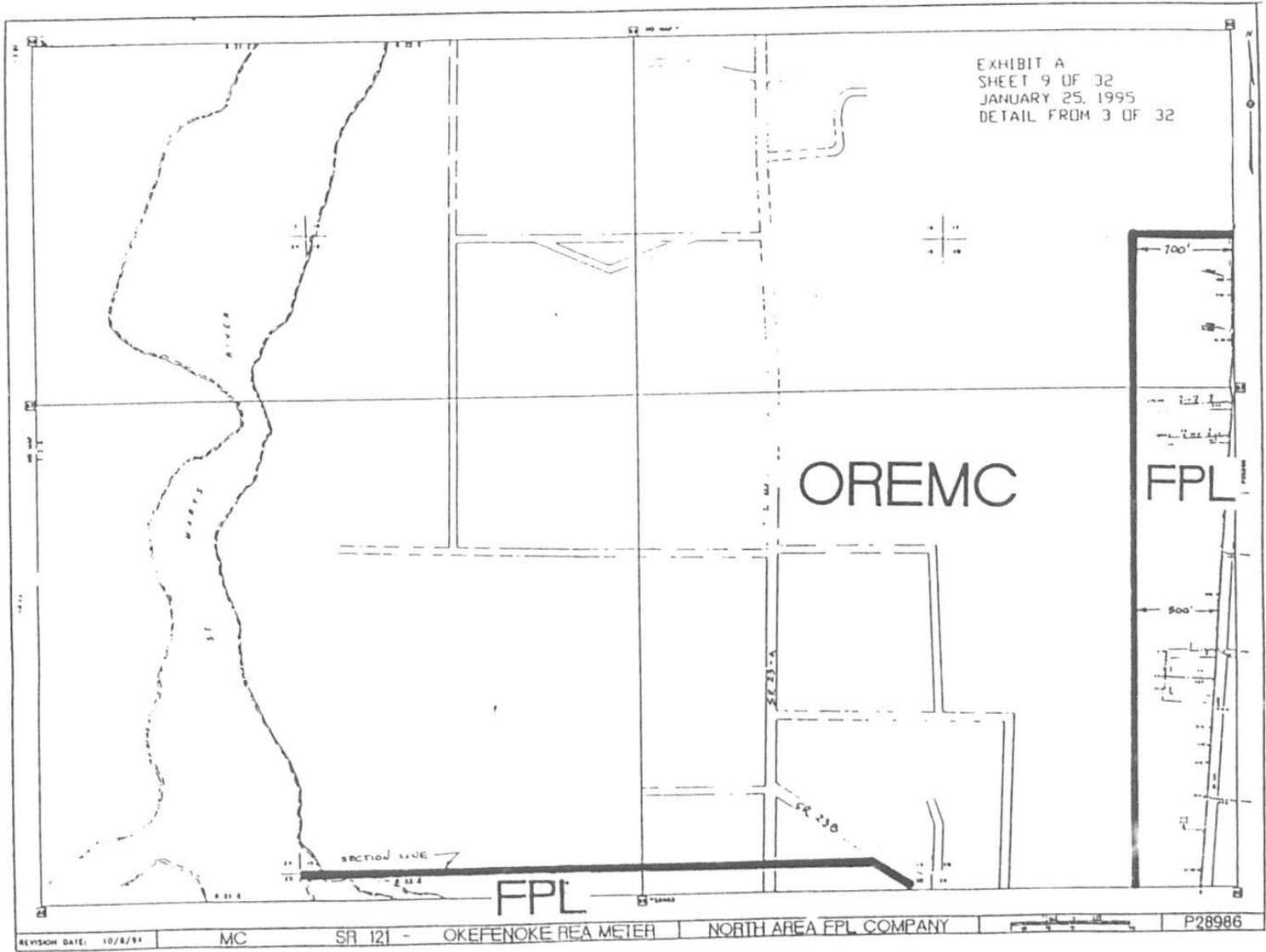
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DOCKET NO. 920420-EU
PAGE 31

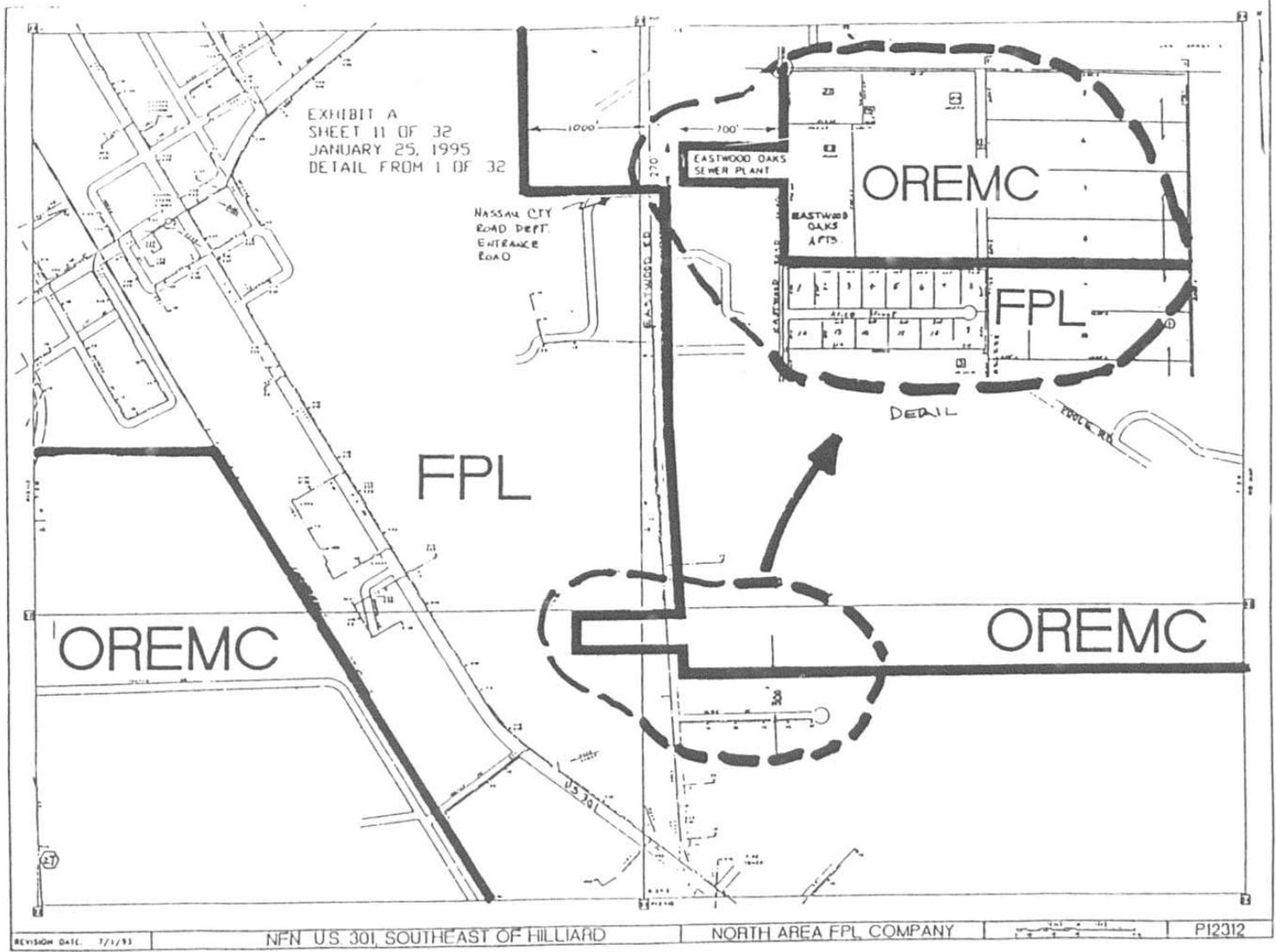
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ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 32

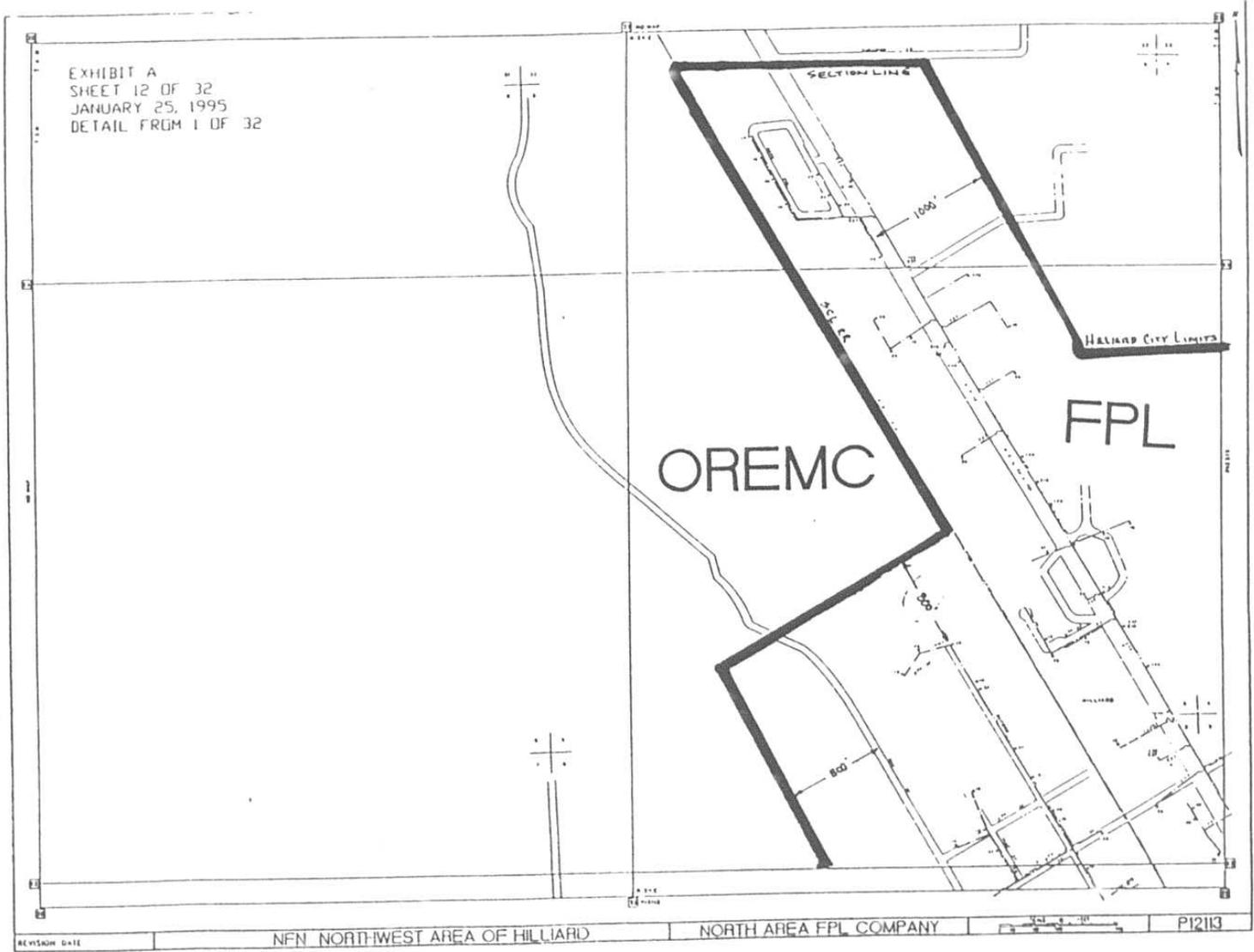
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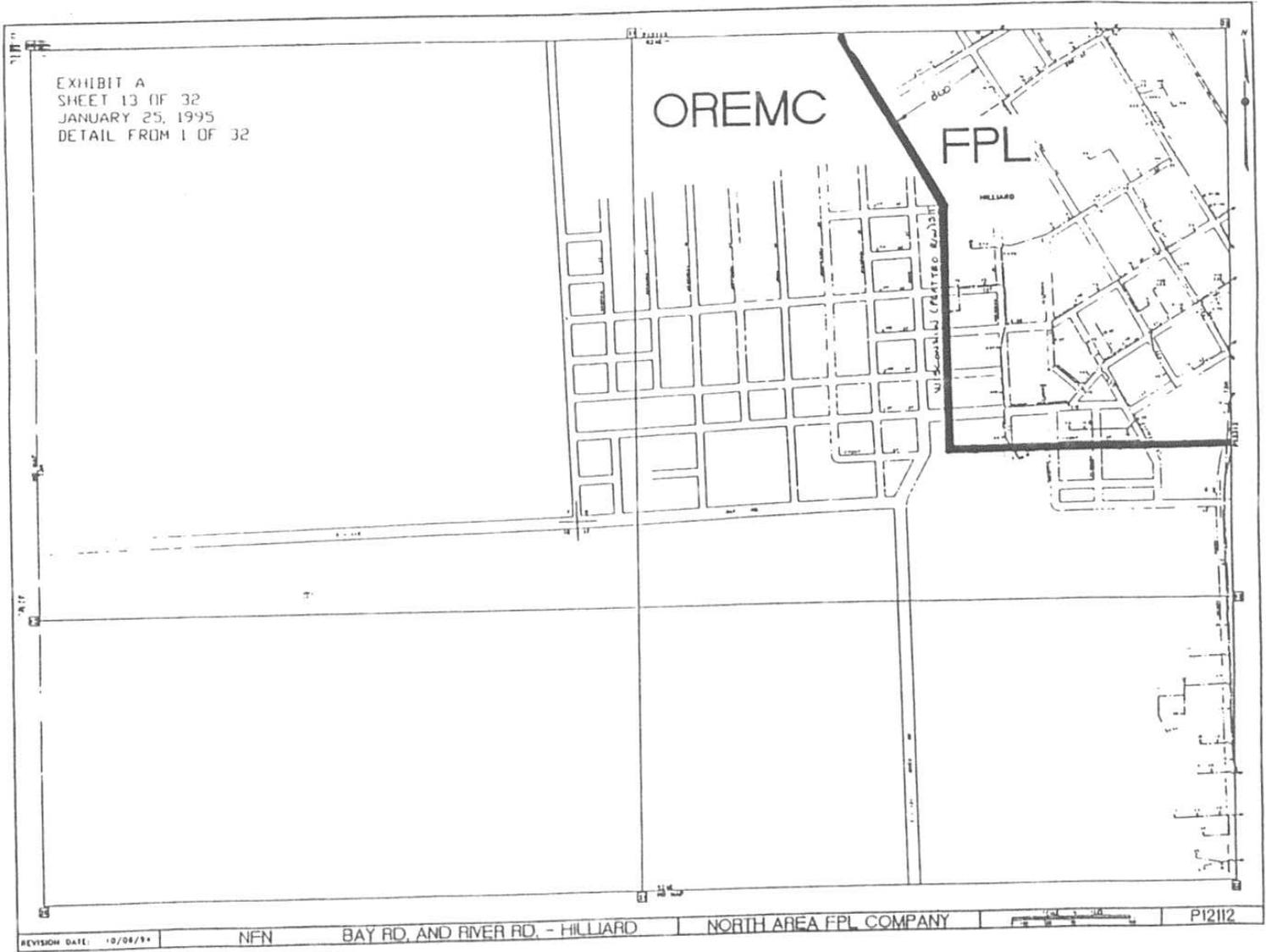
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DOCKET NO. 920420-EU
PAGE 35

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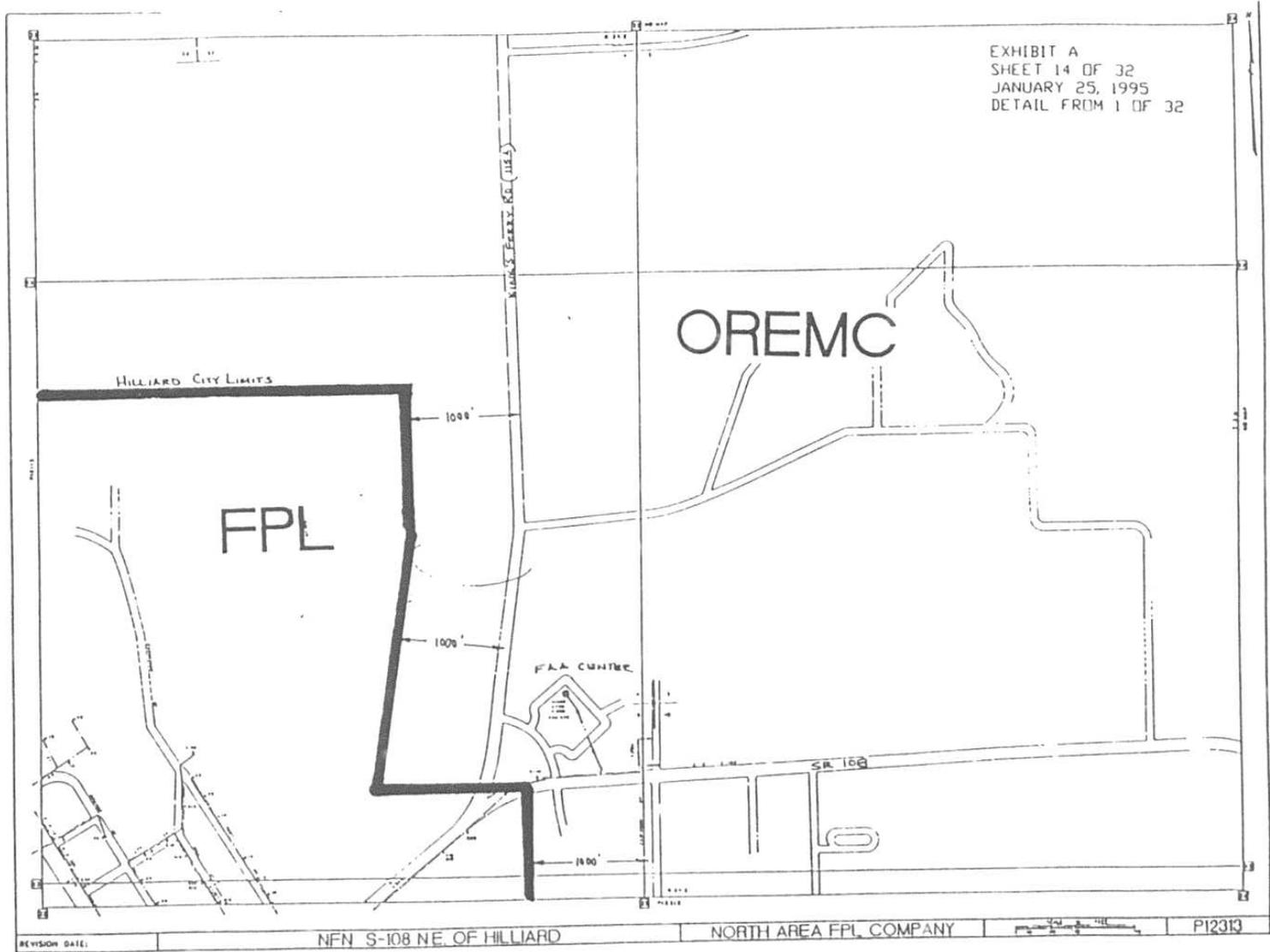
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DOCKET NO. 920420-EU
PAGE 36

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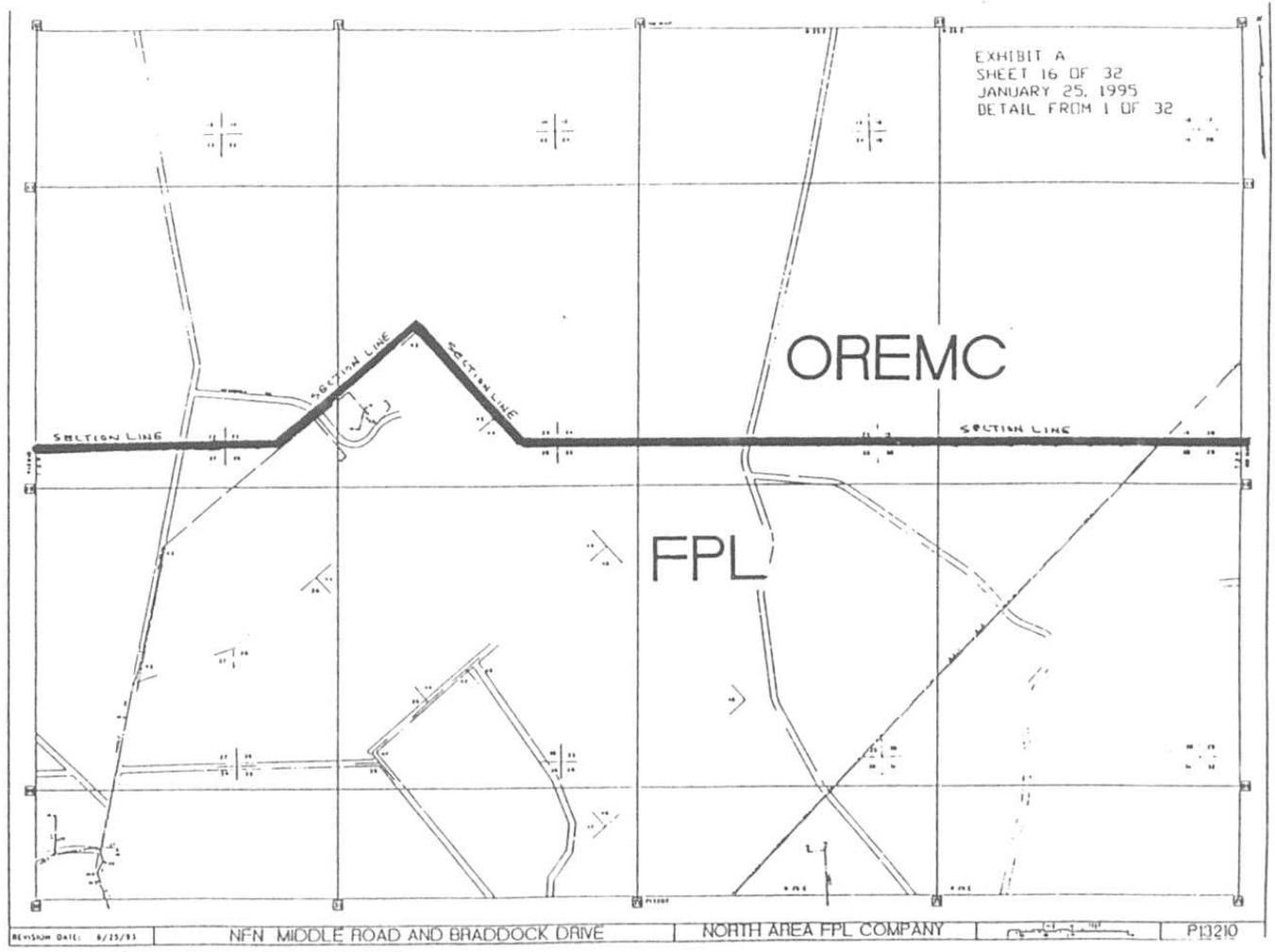
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DOCKET NO. 920420-EU
PAGE 37

ATTACHMENT 1



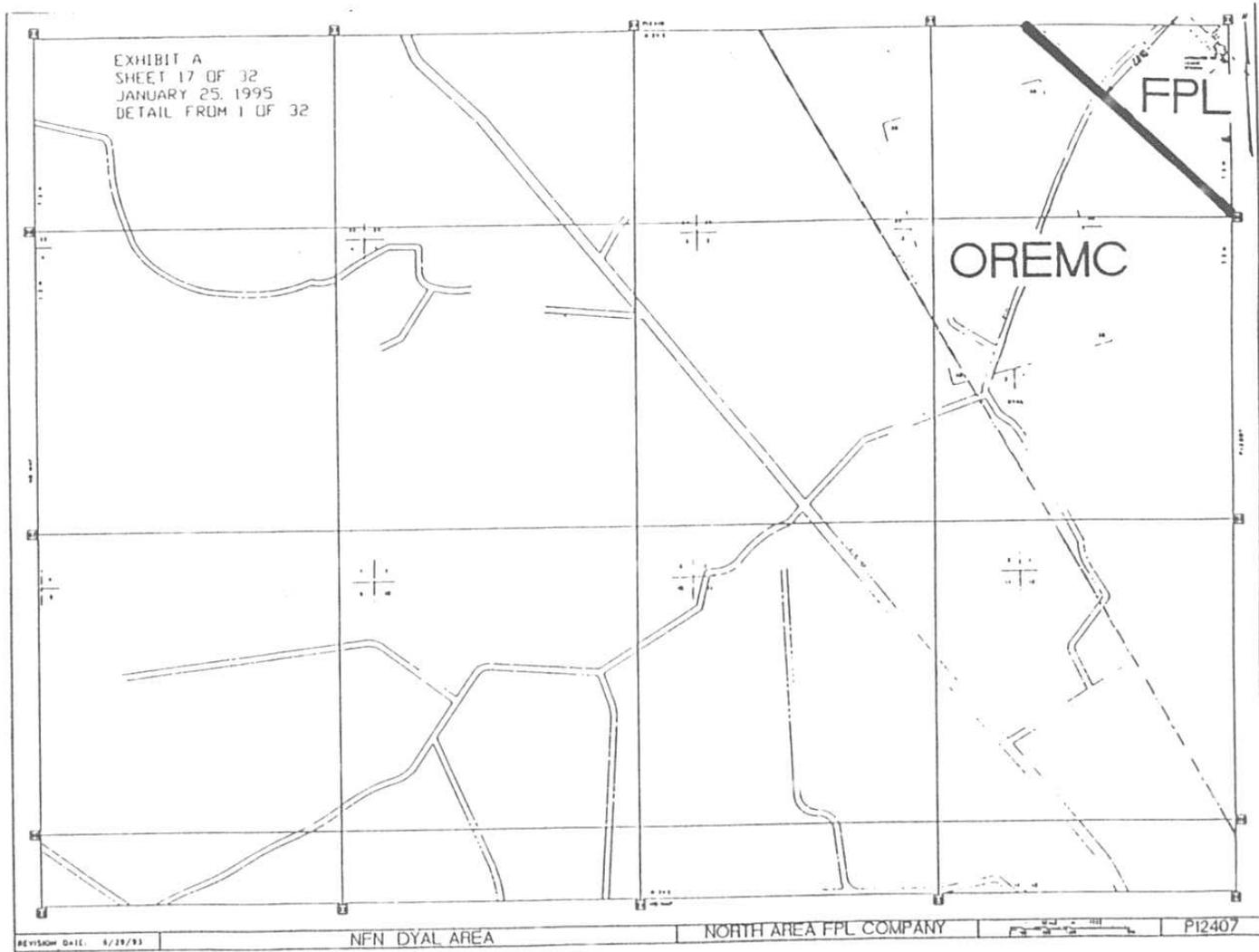
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DOCKET NO. 920420-EU
PAGE 39

ATTACHMENT 1



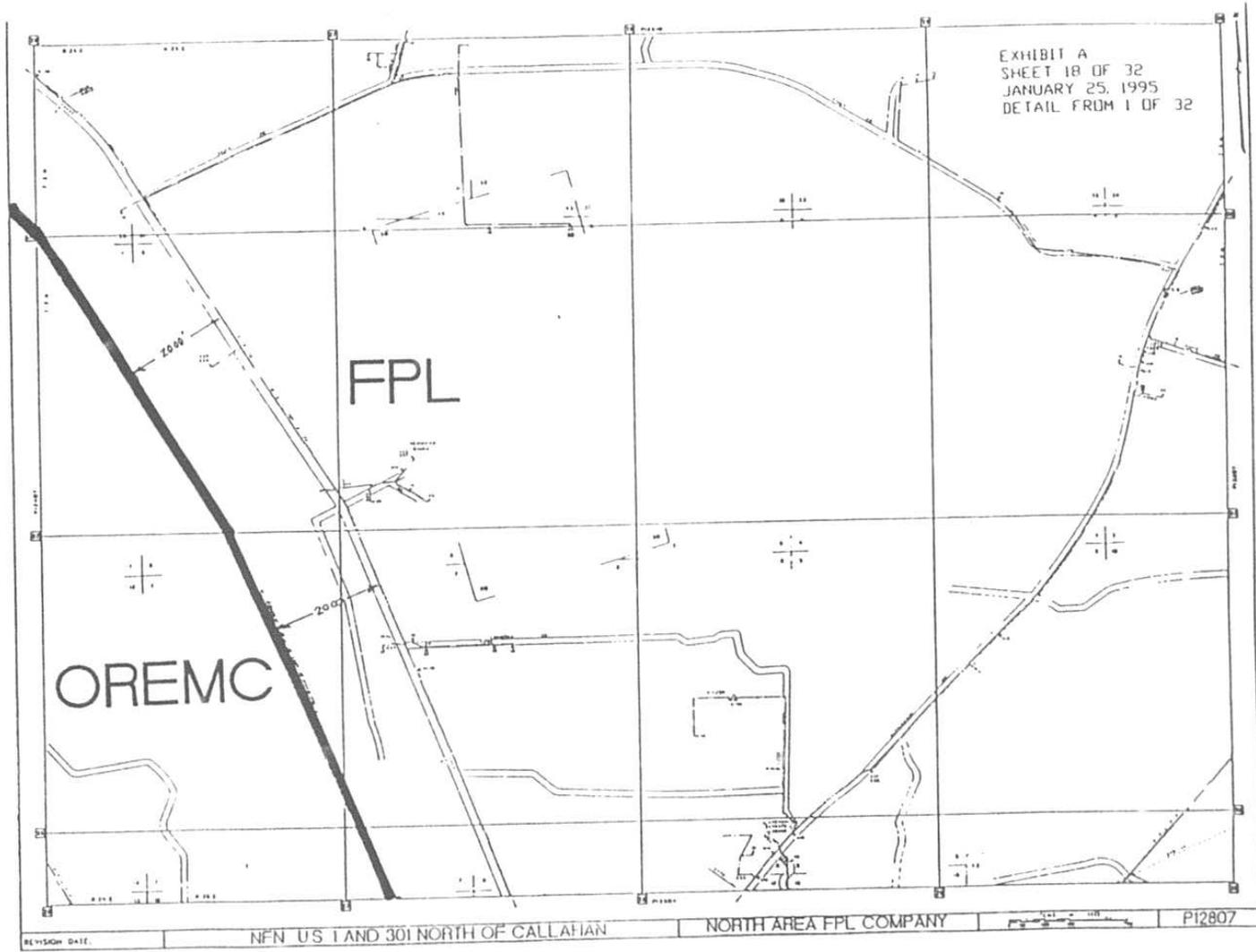
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DOCKET NO. 920420-EU
PAGE 40

ATTACHMENT 1



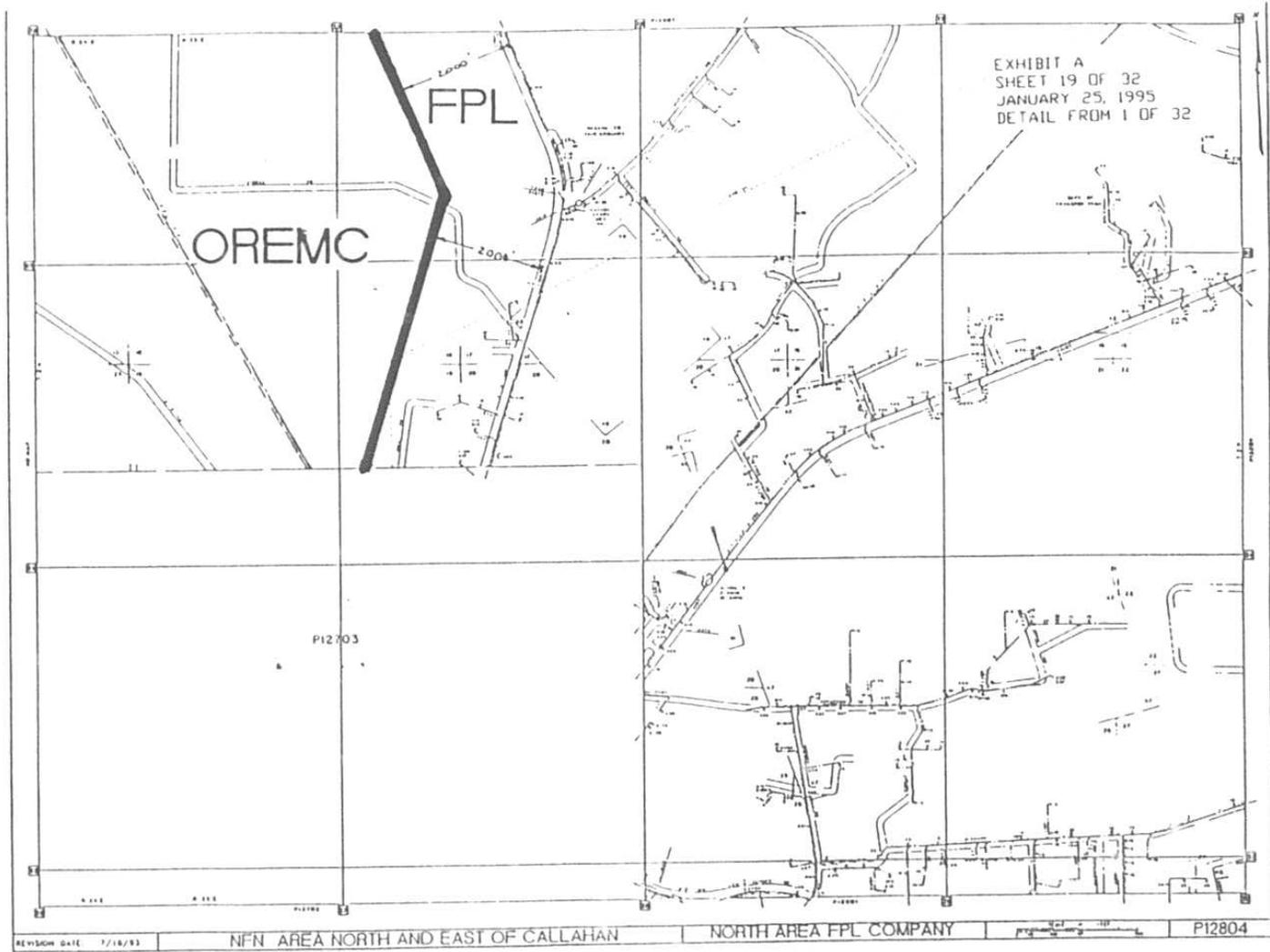
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DOCKET NO. 920420-EU
PAGE 41

ATTACHMENT 1



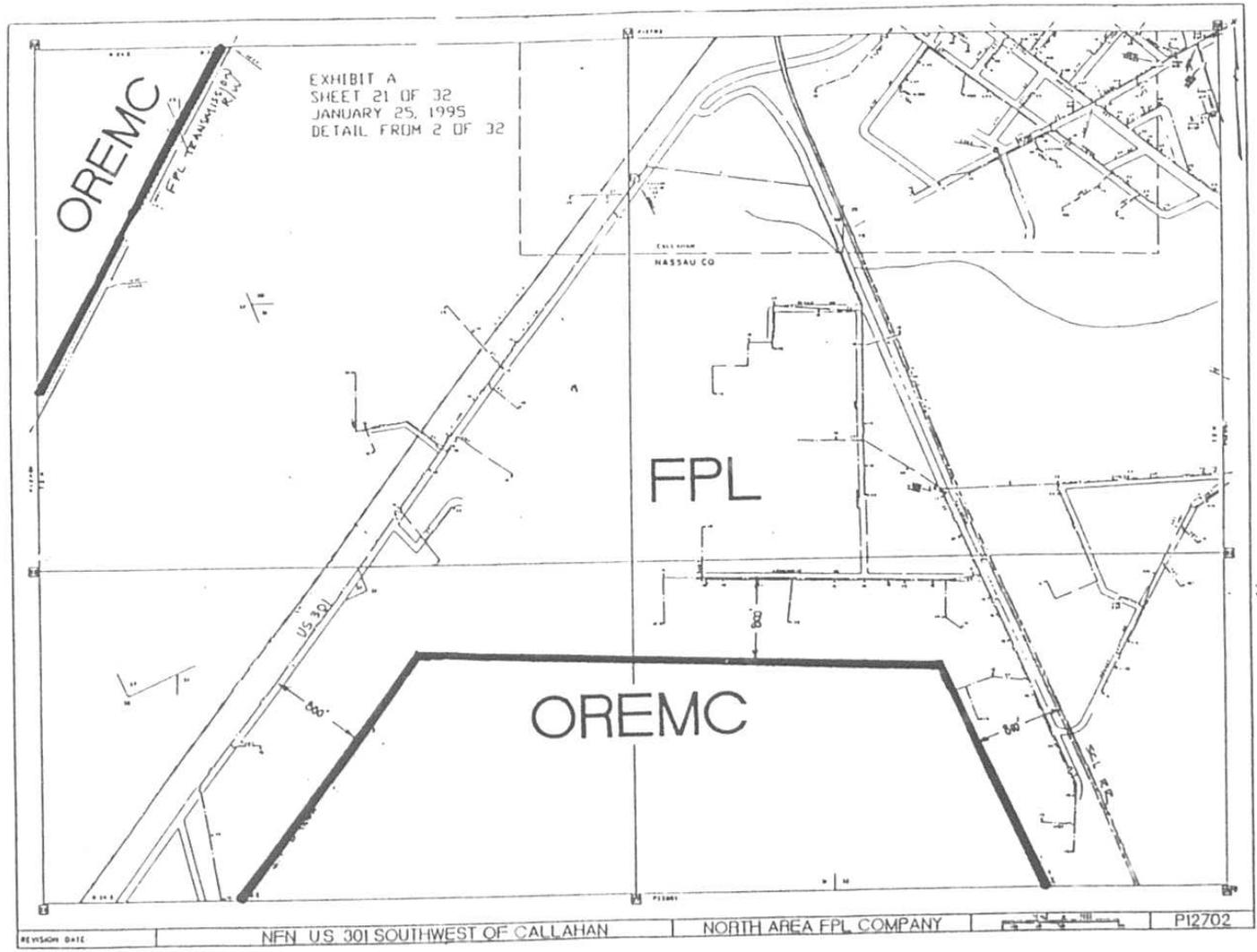
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DOCKET NO. 920420-EU
PAGE 42

ATTACHMENT 1



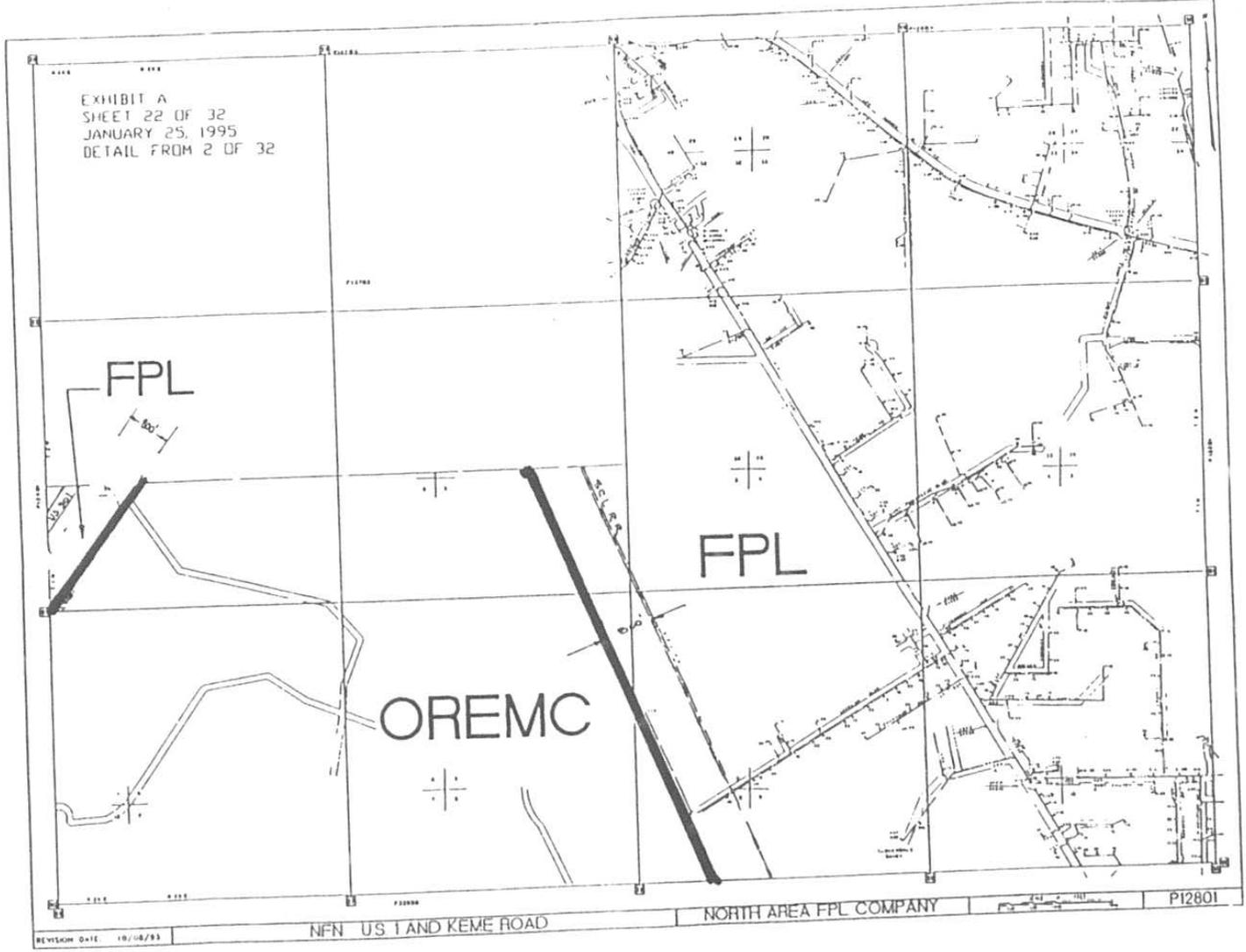
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DOCKET NO. 920420-EU
PAGE 44

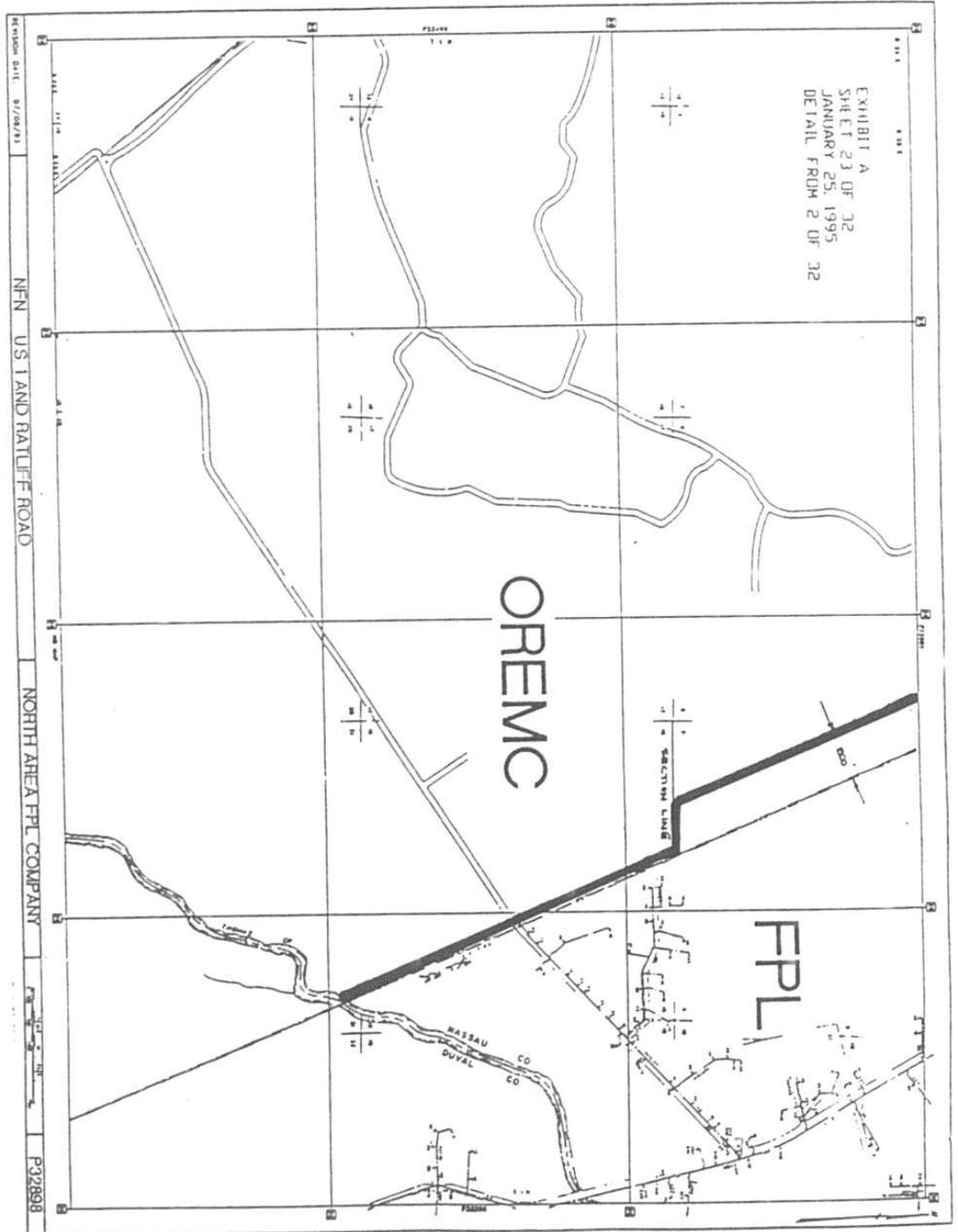
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ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 45

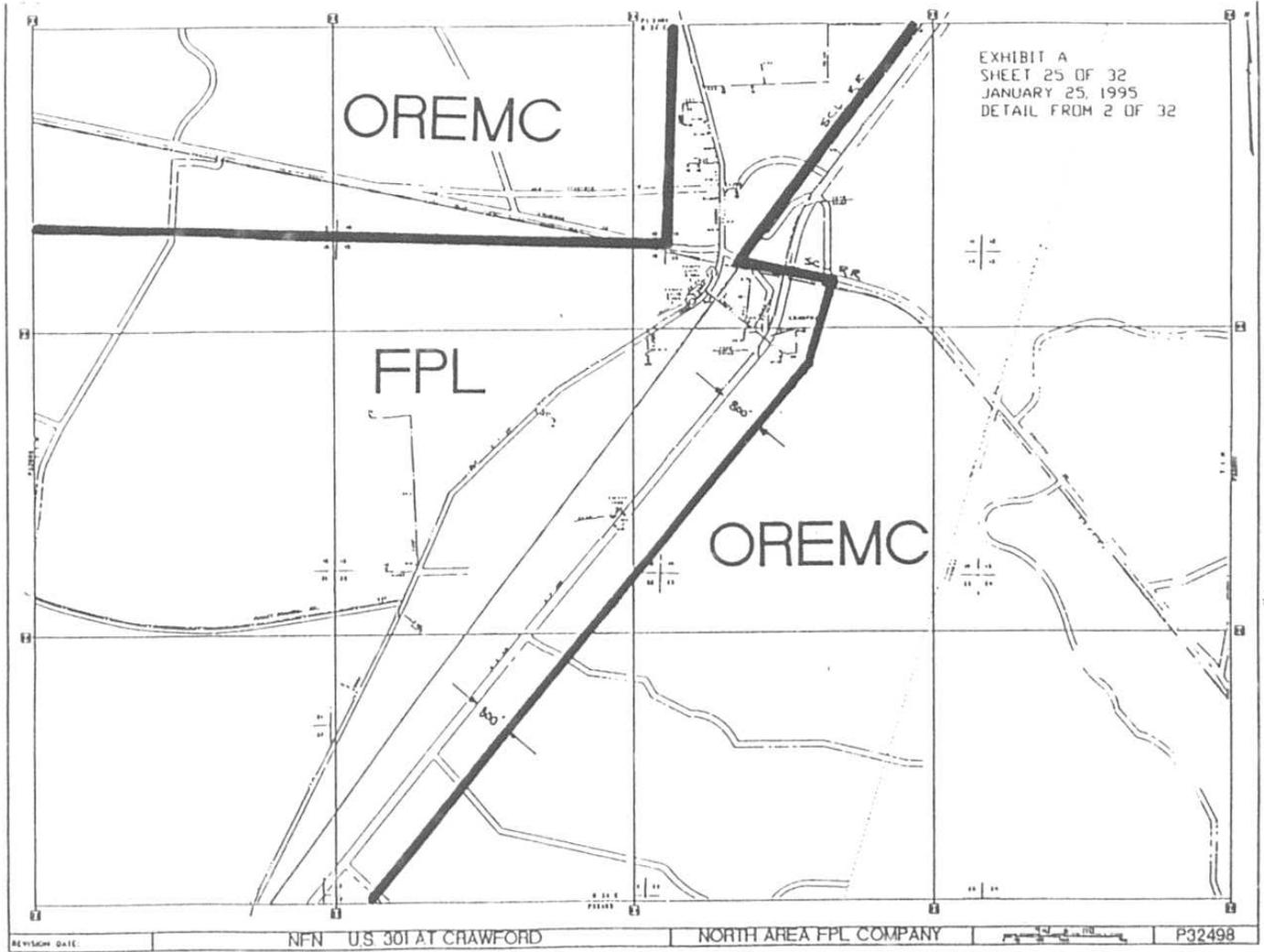
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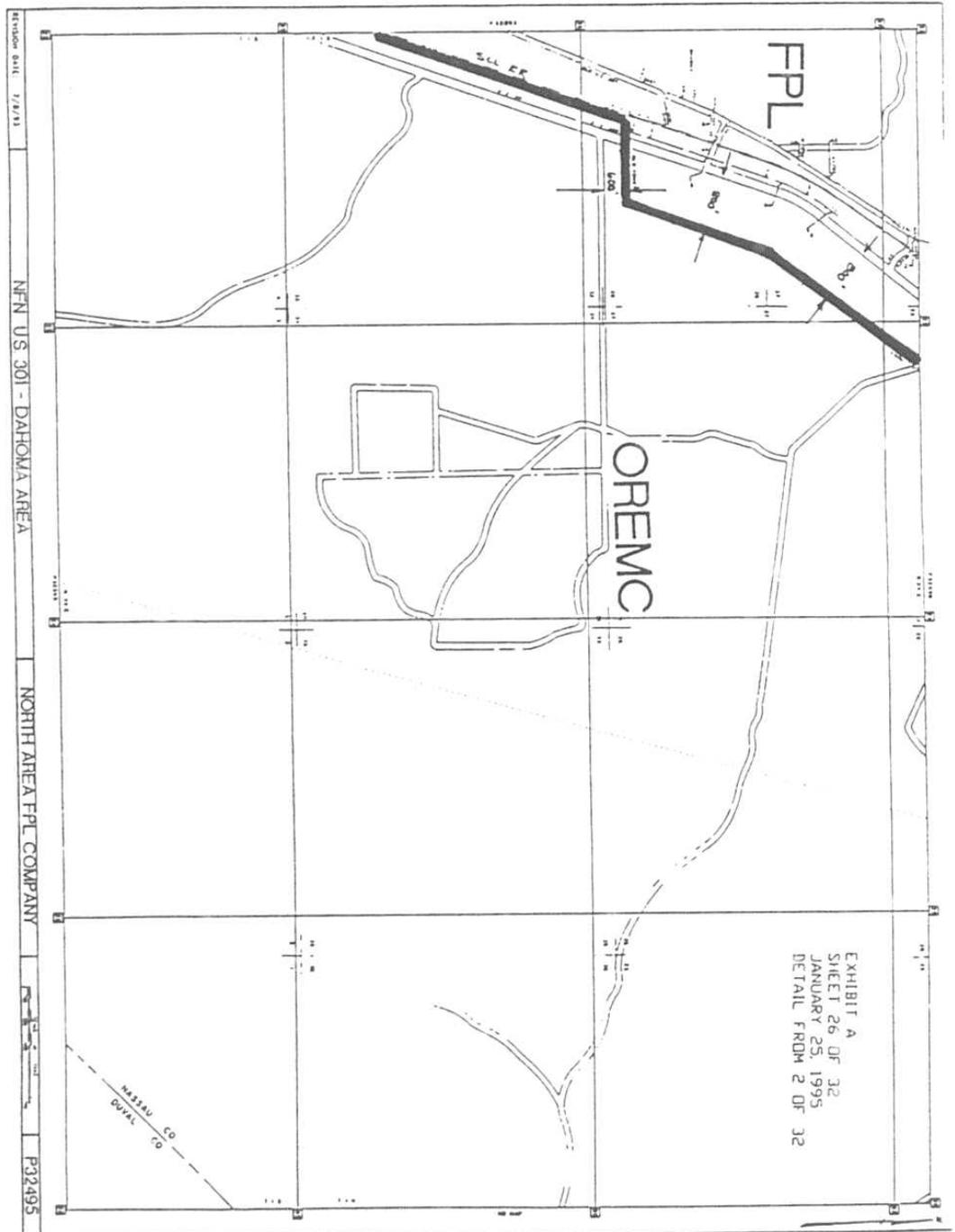




ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 48

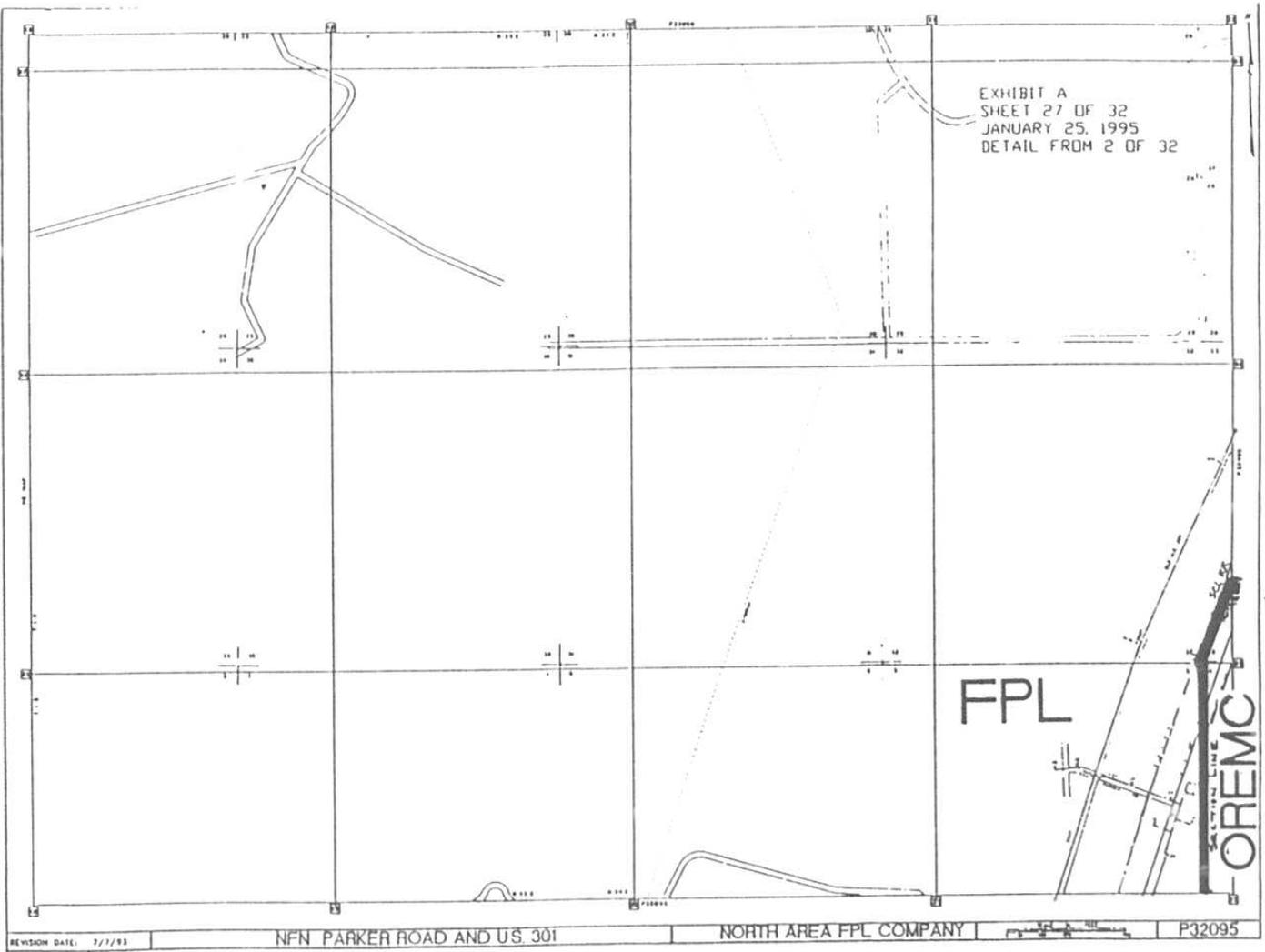
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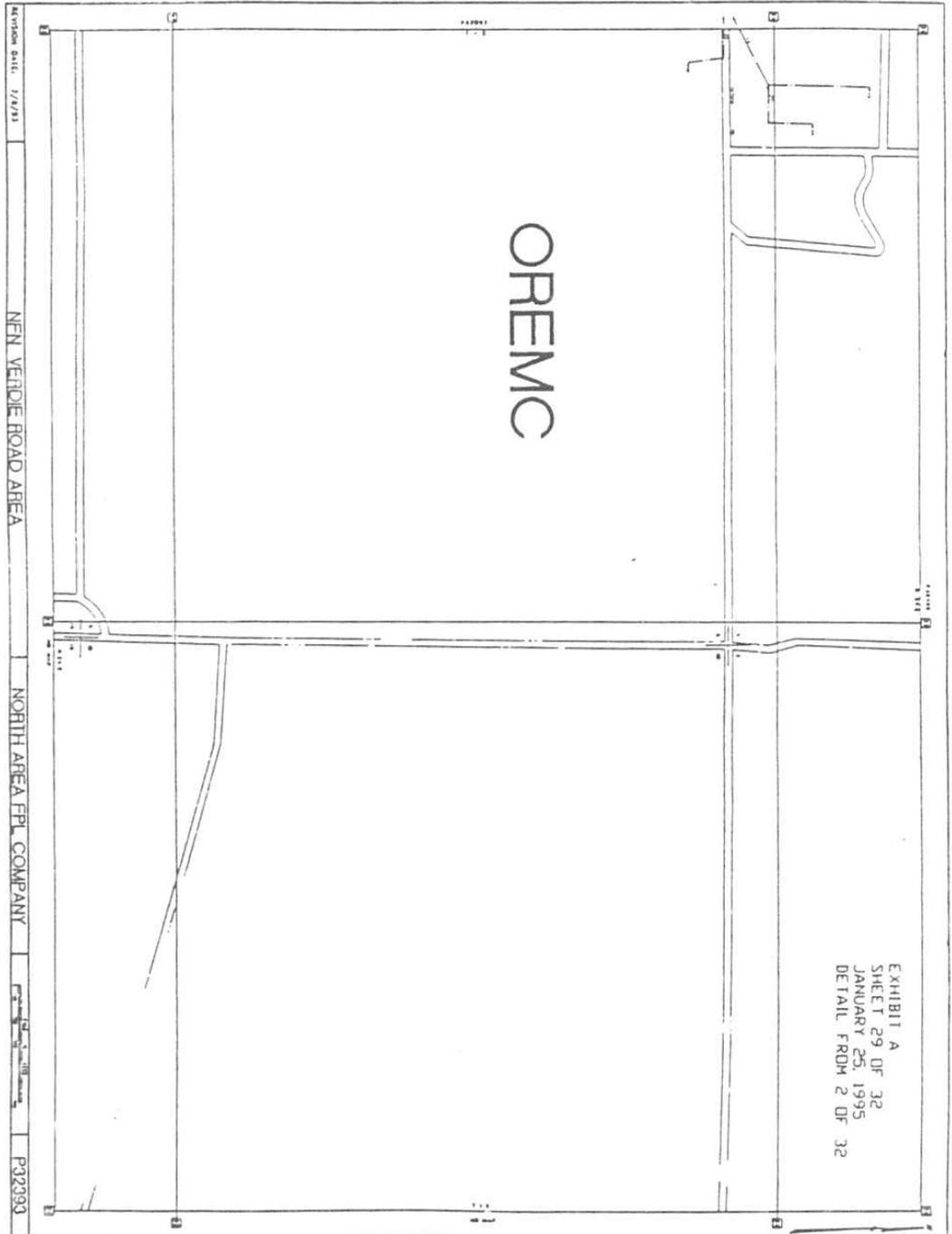




ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 50

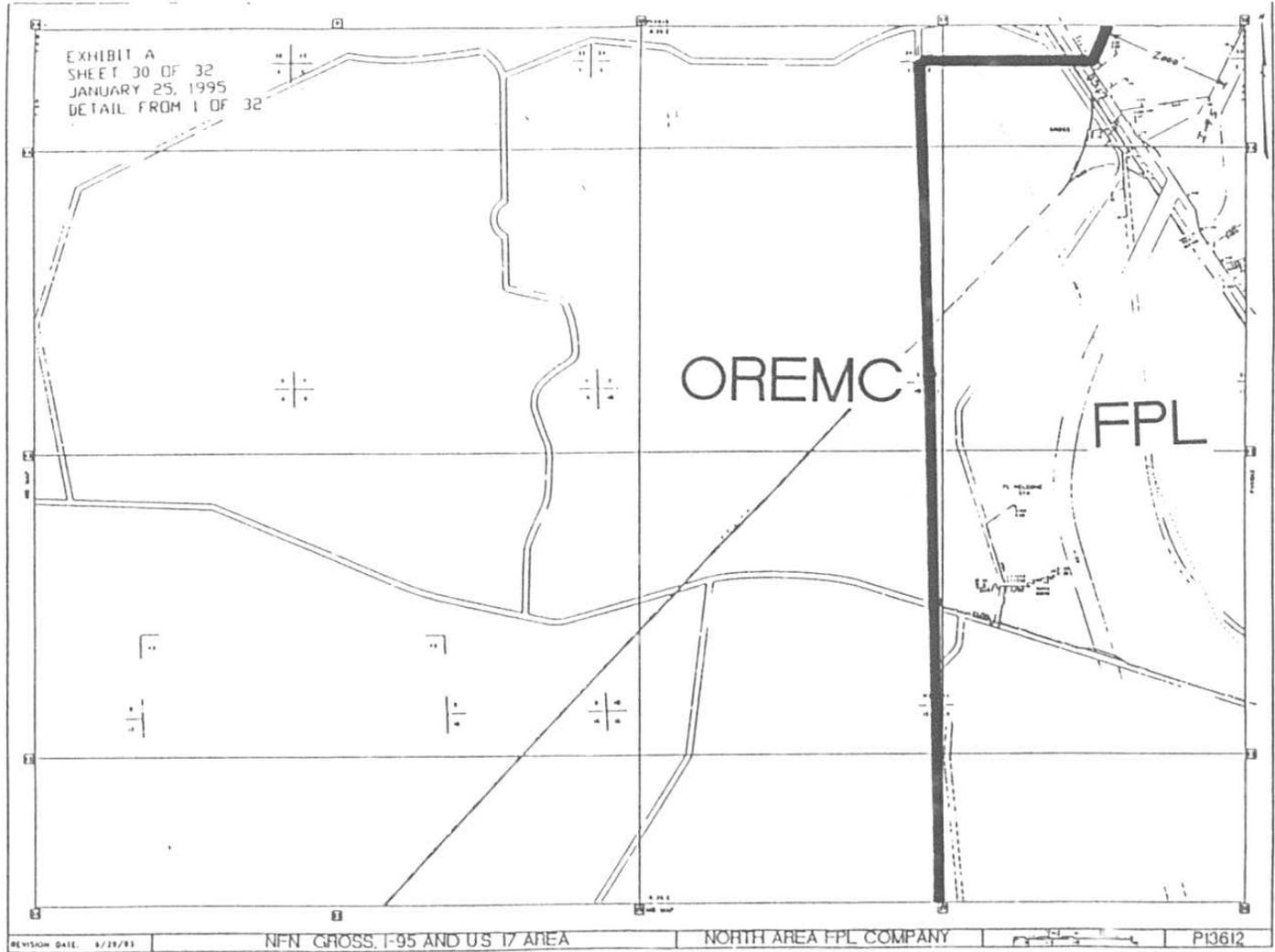
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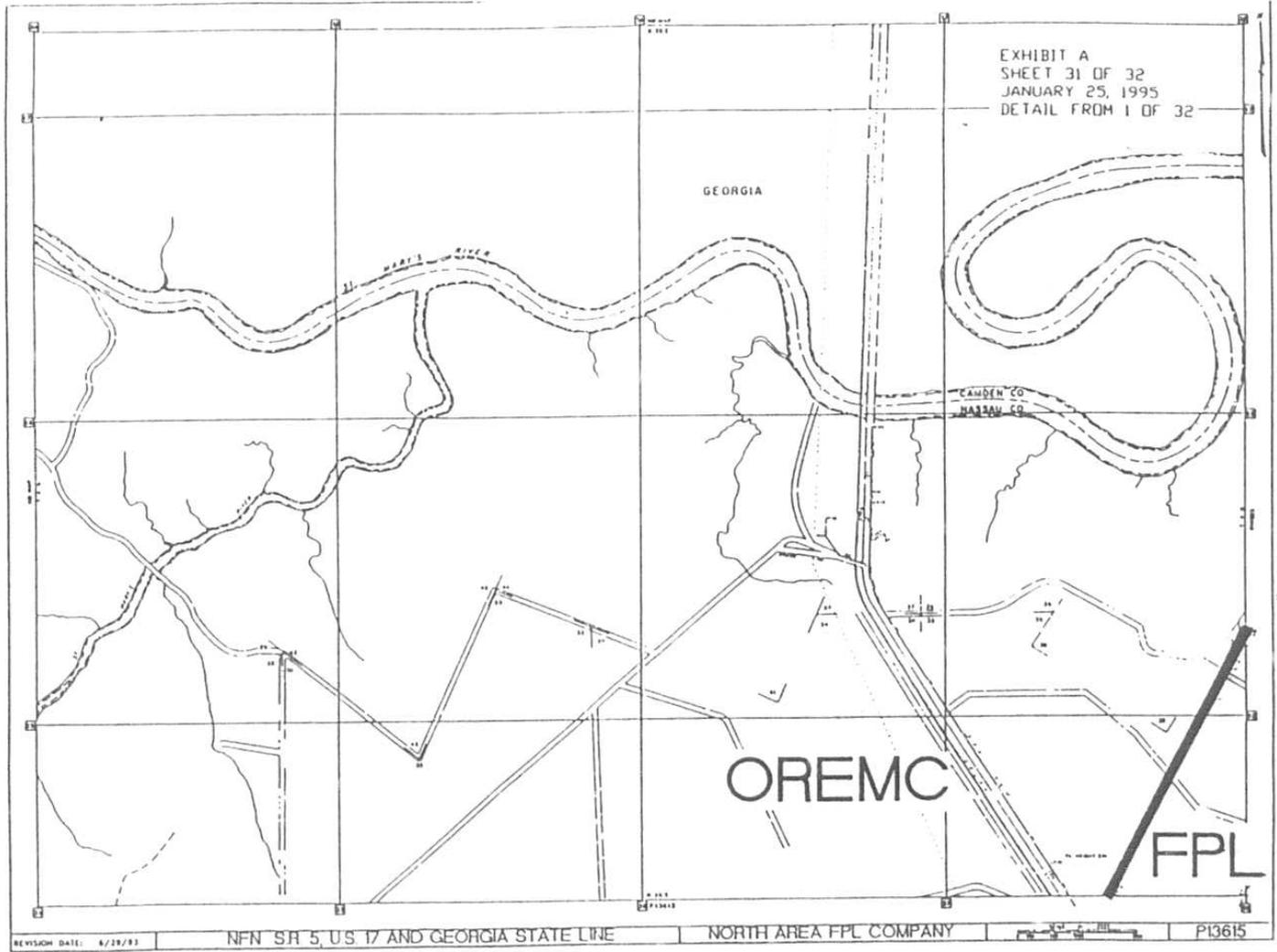
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DOCKET NO. 920420-EU
PAGE 53

ATTACHMENT 1



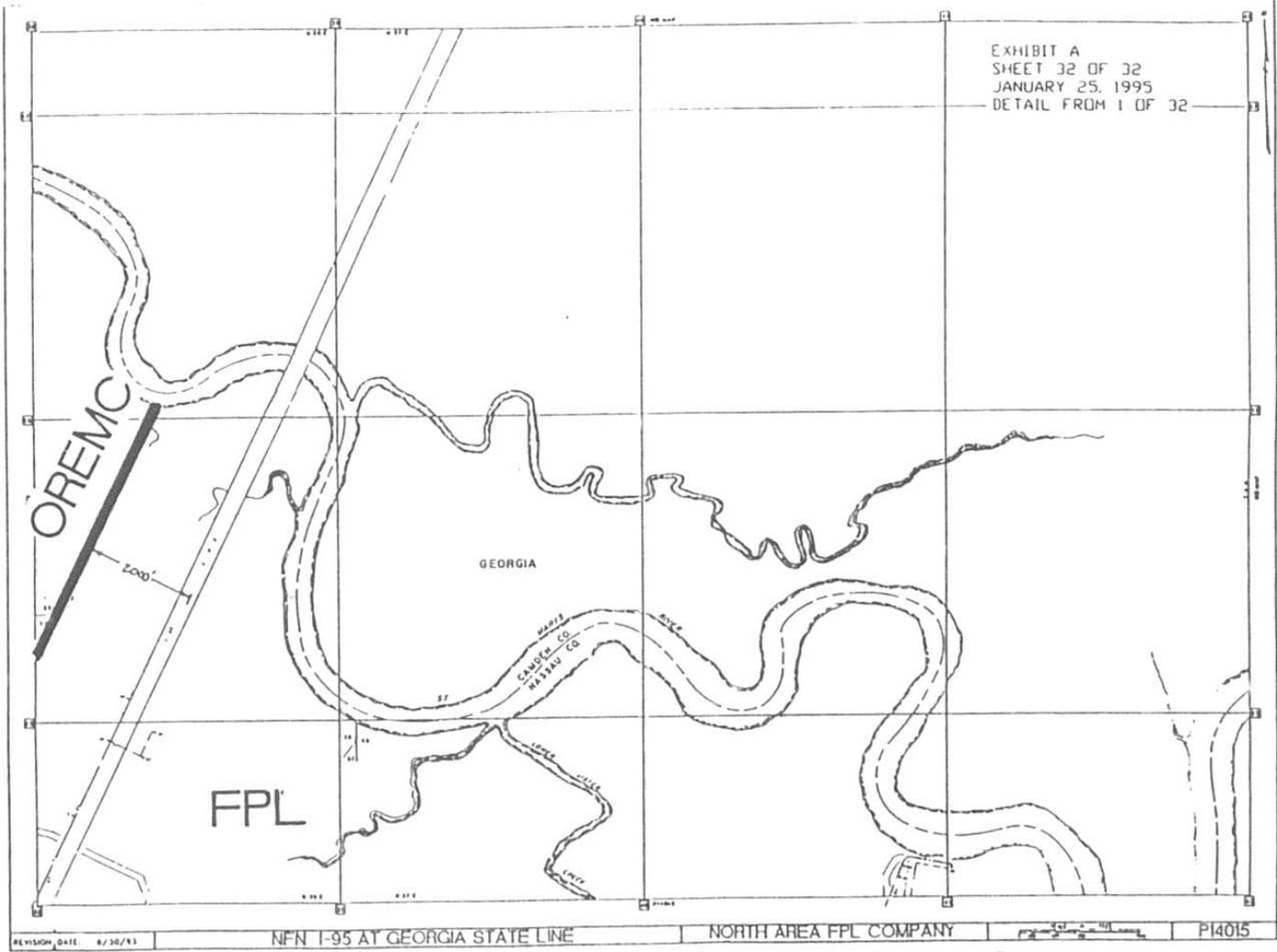
ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 54

ATTACHMENT 1



ORDER NO. . PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 55

ATTACHMENT 1



ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 56

ATTACHMENT 1

Exhibit "B"

OREMC Customers transferring to FPL

01/25/95 13:55

ACCOUNTS TO BE TRANSFERRED TO FPL

PAGE 0001

Name	Address	City State	Zip

JENSEN, EUGENE R			
	P O BOX 457		
	HILLIARD FL		32046
PROAT, THOMAS H SR			
	P O BOX 13		
	HILLIARD FL		32046-0013
LOCKER, TRACY L			
	1455 AVERY DR		
	MAX FL		32218
MORRIBLE, FREDERICK D III			
	P O BOX 1492		
	HILLIARD FL		32046
HILLIARD AVIATION, INC.			
	P O BOX 549		
	HILLIARD FL		32046
BENNETT, MYRTIS (MRS)			
	P O BOX 123		
	HILLIARD FL		32046
ILBERT, EFFIE E			
	O BOX 575		
	HILLIARD FL		32046-0575
OHNSON, BEATRICE M			
	O BOX 473		
	HILLIARD FL		32046-0473
ACCHI, TORELLO F			
	HILLIARD AIR PARK)		
	5312 CAPE DR S		
	AX FL		32226

01/25/95 13:55

ACCOUNTS TO BE TRANSFERRED TO FPL

PAGE 0002

Name	Address	City State	Zip
DWEN, ALVA A			
	RT 3 BOX 316	HILLIARD FL	32046
REYNOLDS, E DAVID			
	RT 3 BOX 324	HILLIARD FL	32046
BROWN, JAMES A			
	14 EASTWOOD RD	HILLIARD FL	32046
FLASSAU CO CAUTION LIGHT			
	P O BOX 386	HILLIARD FL	32046
REGRO, JOSEPH (NMI)			
	RT 1 BOX 988	ALLAHAN FL	32011
BROWN, THERESA N			
	P O BOX 1825	ALLAHAN FL	32011-1825
OTT, NORMA G			
	P O BOX 823	ALLAHAN FL	32011-0823
C KNIGHT, ALMA			
	O BOX 366	ALLAHAN FL	32011
RLINE, DOYLE			
	O BOX 482	ALLAHAN FL	32011

01/25/95 13:55 ACCOUNTS TO BE TRANSFERRED TO FPL PAGE 0003

Name	Address	City State	Zip

MT PLEASANT BAPT CHURCH			
	ED BLDG/ & T MITCHELL P O BOX 355 CALLAHAN FL		32011
	BINLACK, JUANITA		
	111 WHITE RD CALLAHAN FL		32011
	WHITE, MARY LEE		
	115 WHITE RD CALLAHAN FL		32011
	JONES, DOROTHY		
	109 WHITE RD CALLAHAN FL		32011
	CHAMPION LODGE # 2		
	& LOVETT RAULERSON RT 1 BOX 984 CALLAHAN FL		32011
	4T PLEASANT BAPTIST CH		
	& THEODOR MITCHELL P O BOX 355 CALLAHAN FL		32011
	JONES, ELVA		
	P O BOX 405 CALLAHAN FL		32011
	JONES, ORIA		
	P O BOX 391 CALLAHAN FL		32011-0391
	CHURCH OF GOD OF FAITH		
	& EARNEST ROBERTS P O BOX 1872 CALLAHAN FL		32011-1872

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 60

ATTACHMENT 1

01/25/95 13:55

ACCOUNTS TO BE TRANSFERRED TO FPL

PAGE 0004

Name	Address	City State	Zip
REED, WILLIE R			
	P O BOX 1547 CALLAHAN, FL		32011-1547
REED, RUTH (NMI)			
	P O BOX 993 CALLAHAN FL		32011
MELTON, WILLIE LEE			
	RT 1 BOX 997 CALLAHAN FL		32011
POPE, JAMIE M			
	99 BUTLER LANE CALLAHAN FL		32011
WILKERSON, MARTY ALLEN			
	P O BOX 393 CALLAHAN FL		32011
CALLAHAN STREET LIGHTS			
	P O BOX 5016 CALLAHAN FL		32011-5016
SIKES, JOHN F			
	500 OAK ST CALLAHAN FL		32011
HIGGINBOTHAM, THOMAS E			
	525 OAK ST CALLAHAN FL		32011
MILLIGAN, DOUGLAS J			
	495 OAK ST CALLAHAN FL		32011

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 61

ATTACHMENT 1

01/25/95 13:55 ACCOUNTS TO BE TRANSFERRED TO FPL PAGE 0005

Name	Address	City State	Zip
COPELAND, TONY D			
	15 OAK STREET	CALLAHAN FL	32011
WILLIAMS, PAUL TIMOTHY			
	PO BOX 147	CALLAHAN FL	32011
NORFOLK SOUTHERN CORP			
	3570UE 016	PO BOX 13605	ROANOKE VA
			24035
NORFOLK SOUTHERN CORP			
	3570UE 007	PO BOX 13605	ROANOKE VA
			24035
TELTEL FLORIDA, INC			
	0005 MONROE RD	PO BOX 625	MATTHEWS NC
			28106
HIGGINBOTHAM, NORWOOD E			
	CH)	ST 3 BOX 216	CALLAHAN FL
			32011
HIGGINBOTHAM, NORWOOD			
	ST 3 BOX 216	CALLAHAN FL	32011
ORD, THOMAS R			
	ST 2 BOX 1077	RYCEVILLE FL	32009
INKINS, NATHANIEL			
	ST 2 BOX 216	LEN ST MARY FL	32040

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 62

ATTACHMENT 1

' 01/25/95 13:55 ACCOUNTS TO BE TRANSFERRED TO FPL PAGE 0006

Name	Address	City State	Zip

DINKINS, NATHANIEL			
	RT 2 BOX 216		
	LEN ST MARY FL		32040
STATEN, FOTCH OR BARBARA A			
	RT 2 BOX 212		
	LEN ST MARY FL		32040-9307
STATEN, FOTCH & BARBARA A			
	RT 2 BOX 212		
	LEN ST MARYS FL		32040-9307
WEDDLE, DANA R			
	P O BOX 908		
	LEN ST MARY FL		32040-0908
TAYLOR, HAROLD			
	RT 2 BOX 2800		
	LEN ST MARY FL		32040
MC FEELY, WILLIAM L			
	P O BOX 1151		
	ACCLENNY FL		32063
WAGE, H PHIL			
	T 2 BOX 2778		
	LEN ST MARY FL		32040
EWMAN, EARL E			
	O BOX 771		
	LEN ST MARY FL		32040-0771
ARROLL, MARY LOU (CLOMAN)			
	O BOX 621		
	LEN ST MARY FL		32040

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 63

ATTACHMENT 1

' 01/25/95 13:55 ACCOUNTS TO BE TRANSFERRED TO FPL PAGE 0007

Name	Address	City State	Zip
METTE, PAMELA J	P O BOX 908 GLEN ST MARY FL		32040-0908
CRAWFORD, TAMMY ANNETTE	RT 2 BOX 2766 GLEN ST MARY FL		32040
PENROD, MARILYN J	P O BOX 611 GLEN ST MARY FL		32040
THOMAS, MELVIN E	& RONNY THOMAS P O BOX 339 GLEN ST MARY FL		32040
HARVEY, ROBERT	RT 2 BOX 2750 GLEN ST MARY FL		32040
THOMAS, MELVIN	RT 2 BOX 2752 GLEN ST MARY FL		32040
HATTAWAY, DOROTHY L	P O BOX 65 GLEN ST MARY FL		32040
COOPER, DONNA R	RT 2 BOX 2760 GLEN ST MARY FL		32040
CHRISTIE, CAROLYN R	RT 2 BOX 2775 GLEN ST MARY FL		32040

01/25/95 13:55 ACCOUNTS TO BE TRANSFERRED TO FPL PAGE 0008

Name
Address
City State Zip

DRAWFORD, ALLEN WAYNE

RT 2 BOX 2766
GLEN ST MARY FL 32040

JORDAN, DORSEY A

3 BERNICE JORDAN
RT 2 BOX 2756
GLEN ST MARY FL 32040

MONTOYA, ALEXANDRO B

RT 2 BOX 2796
GLEN ST MARY 32040-9802

PAYNE, LARRY L

RT 2 BOX 2784
GLEN ST MARY FL 32040

PADGETT, EMORY R

PO BOX 832
GLEN ST MARY FL 32040

PANNING, LAWRENCE E

PO BOX 758
GLEN ST MARY FL 32040

TOWERS, JOE

PO BOX 215
GLEN ST MARY FL 32040

REWS, VERA M

PO BOX 872
GLEN ST MARY FL 32040

AVIS, RICHARD

124 8TH AVE
GLEN BORN FL 32094

01/25/95 13:55 ACCOUNTS TO BE TRANSFERRED TO FPL PAGE 0009

Name	Address	City State	Zip
HOWARD, ISAIAH			
	P O BOX 553	GLEN ST MARY FL	32040
PADGETT, WINIFRED B			
	P O BOX 105	GLEN ST MARY FL	32040
DAVIS, JAMES EDWARD JR			
	P O BOX 201	GLEN ST MARY FL	32040
COMBS, CAROL G			
	P O BOX 127	GLEN ST MARY FL	32040
CUSHMAN, MARY O			
	P O BOX 5	GLEN ST MARY FL	32040
TAYLOR, STEVE RANDALL			
	RT 2 BOX 2800	GLEN ST MARY FL	32040-9802
WHELAN, MADELINE E			
	P O BOX 1151	GLEN ST MARY FL	32040-1151
KERCE, LESTER (MRS)			
	P O BOX 673	GLEN ST MARY FL	32040
GIDDENS, JERRY A			
	P O BOX 1125	GLEN ST MARY FL	32040-1125

' 01/25/95 13:55 ACCOUNTS TO BE TRANSFERRED TO FPL PAGE 0010

Name
Address
City State Zip

BOARD OF COUNTY COMM

HWY 121 SCHOOL ZONE
55 N 3RD ST
MACCLENNY FL 32063

KIRKLAND, RONNIE O (PUMP)

P O BOX 368
GLEN ST MARY FL 32040

MAY, DANNY D

P O BOX 505
GLEN ST MARY FL 32040-0505

GLEN ST MARY STREET LIGHT

P O BOX 519
GLEN ST MARY FL 32040

MAPP, WILMA J

P O BOX 455
GLEN ST MARY FL 32040-0455

KIRKLAND, BEATRICE (MRS)

P O BOX 145
GLEN ST MARY FL 32040-0145

OURLAND, KATHY A

P O BOX 1268
GLEN ST MARY FL 32040-1268

HODEN, BRENTON T

T 1 BOX 5645
GLEN ST MARY FL 32040-9780

NIGHT, JOE D

P O BOX 1
GLEN ST MARY FL 32040-0001

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 67

ATTACHMENT 1

01/25/95 13:55

ACCOUNTS TO BE TRANSFERRED TO FPL

PAGE 0011

Name
Address
City State Zip

BRADLEY, BETTY KIRKLAND

P O BOX 472
GLEN ST MARY FL 32040

RHODEN, GRACIE
P O BOX 422
GLEN ST MARY FL 32040

RENEAU, CHARLES J
P O BOX 824
GLEN ST MARY FL 32040

JOHNS, LIZZIE B
P O BOX 455
GLEN ST MARY FL 32040

KENNEDY, CYNTHIA L
P O BOX 1153
GLEN ST MARY FL 32040-1153

** End of Search Report **
Record Count = 00000095

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 68

ATTACHMENT 1

Exhibit "C"

FPL Customers transferring to OREMC

(Territorial Agreement) Exhibit C - FPL customers
transferring to OREMC

(Customers are listed by service address; mailing addresses and phone numbers are available upon request.)

<u>CUSTOMER</u>	<u>SERVICE ADDRESS</u>	<u>FPL ACCOUNT #</u>	<u>DEPOSIT</u>
WENDELL ALLEN	FORD RD, BRYCEVILLE	14271-14713	R 0
CSX TRANSPORTATION	SANDY FORD RD, BRYCEVILLE	34241-15776	C 0
CSX TRANSPORTATION	CRAWFORD RD, BRYCEVILLE	24841-10776	C 25
MARC DEVEREAUX	US 301, BRYCEVILLE	34101-11706	R 0
THOMAS T FORD	FORD RD, BRYCEVILLE	14261-18798	R 0
RONALD W WEST	VERDIE CEMETARY, BRYCEVILLE	14281-12740	R 0
JERRY COONER	SC RDD, YULEE	97830-48029	R 0
JERRY D COONER	OWENS RD, YULEE	48438-18727	R 75
CSX TRANSPORTATION	OWENS RD, YULEE	48468-10705	C 25
FLA DEPT AG	I-95, YULEE	48308-14796	C 0
FLA D O T	US HWY 17, YULEE	48378-15770	C 0
ELAINE A LANDRUM	US HWY 17, YULEE	36603-41177	R 100
OREMC	US HWY 17, YULEE	48368-17744	C 0
K H OLFORT	US HWY 17, YULEE	48318-10710	R 0
JOHN ROGERS	OWENS RD, YULEE	90242-32531	R 0
INACTIVE	US HWY 17, YULEE	METER 5C03080	R 0
INACTIVE	OWENS RD, YULEE	METER 5C53554	R 0
MARY ADAMS	4 ROBINSON MHP, HILLIARD	18385-76310	R 90
FOSTER ALLEN JR	MICHIGAN ST, HILLIARD	77692-19788	R 0
BRENDA THORNTON	9 CYPRESS MHP, HILLIARD	19288-36301	R 120
WANDA F ARNOLD	HENRY SMITH RD, HILLIARD	90026-55489	R 0
CONNIE AROWOOD	14 ROBINSON MHP, HILLIARD	98029-21586	R 0
JACK BETTS	6 ROBINSON MHP, HILLIARD	57722-18722	R 0
MIKE BISHOP	3 ROBINSON MHP, HILLIARD	57452-10723	R 0
SANDRA L BLAIR	1 ROBINSON MHP, HILLIARD	67382-14706	R 0
FRED L BRAY	HENRY SMITH RD, HILLIARD	57042-199756	R 0
ROBERT BROWN	5 ROBINSON MHP, HILLIARD	67682-16795	R 0
DENISE CHANEY	5 CYPRESS MHP, HILLIARD	96986-31257	R 240
CONTINENTAL CABLE	2 ST & WISCONSIN, HILLIARD	77942-12733	C 0
CONTINENTAL CABLE	HENRY SMITH RD, HILLIARD	57282-16788	C 0

**(Territorial Agreement) Exhibit C - FPL customers
transferring to OREMC**

(Customers are listed by service address; mailing addresses and phone numbers are available upon request.)

<u>CUSTOMER</u>	<u>SERVICE ADDRESS</u>	<u>FPL ACCOUNT #</u>	<u>DEPOSIT</u>
STEVE COVINGTON	HENRY SMITH RD, HILLIARD	57302-10738	R 0
JAMES L COX	2 ROBINSON MHP, HILLIARD	57152-10745	R 0
FLOYD CREWS	1101 W 3 ST, HILLIARD	77992-19766	R 0
SHARON CREWS	1 ROBINSON MHP, HILLIARD	56136-73572	R 125
STACEY E CREWS	3 ROBINSON MHP, HILLIARD	98213-16172	R 200
PHILLIP DANIEL	10 ROBINSON MHP, HILLIARD	00161-06536	R 100
KIM L DARNELL	EASTWOOD, HILLIARD	10268-30461	R 100
FLOYD DAVIS	4 ROBINSON MHP, HILLIARD	67022-11779	R 235
RONDELL DAVIS	3 ROBINSON MHP, HILLIARD	31445-53132	R 0
PIPPA A DAY	12 ROBINSON MHP, HILLIARD	06385-82320	R 170
MARY DECKER	4 ROBINSON MHP, HILLIARD	67232-14711	R 0
VIRGINIA DODGE	8 CYPRESS MHP, HILLIARD	67982-16773	R 135
W R GROOMS	EASTWOOD RD, HILLIARD	67700-18734	R 0
TAMMY HARTMAN	7 ROBINSON MHP, HILLIARD	33967-57191	R 120
ERIC HILL	10 CYPRESS MHP, HILLIARD	98042-49465	R 60
M O HINSON	412 HENRY SMITH, HILLIARD	67082-14728	R 0
BILL HODGEN	15 ROBINSON MHP, HILLIARD	30030-66358	R 0
ARTHUR HOLTON	ROBINSON MHP, HILLIARD	65023-79552	R 210
BRANDY L HOWARD	HENRY SMITH RD, HILLIARD	94040-93263	R 240
GINNY M HOWARD	6 CYPRESS MHP, HILLIARD	77022-16735	R 140
ALBERT JOHNSON	17 ROBINSON MHP, HILLIARD	67672-18768	R 0
THOMAS W JOHNSON	13 ROBINSON MHP, HILLIARD	67452-17791	R 0
KANDIS JONES	2 ROBINSON MHP, HILLIARD	60916-71526	R 175
JUDY JORDAN	11 ROBINSON MHP, HILLIARD	04563-47111	R 170
ROOSEVELT LENARD JR	HENRY SMITH RD, HILLIARD	47882-11789	R 0
MICHELLE R LONG	11 ROBINSON MHP, HILLIARD	61245-08273	R 0
ROSALIE LONG	3 CYPRESS MHP, HILLIARD	67912-15798	R 0
WILLIAM LONG	HENRY SMITH, HILLIARD	57052-17783	R 140
W A MARSHALL	HENRY SMITH RD, HILLIARD	47932-16708	R 0
DOUG MCGEHEAN	3 ROBINSON MHP, HILLIARD	67172-11764	R 0
CASEY D MIMS	9 ROBINSON MHP, HILLIARD	57962-15753	R 175 2 of

PAGE 71 (Territorial Agreement) Exhibit C - FPL customers
transferring to OREMC

(Customers are listed by service address; mailing addresses and phone numbers are available upon request.)

<u>CUSTOMER</u>	<u>SERVICE ADDRESS</u>	<u>FPL ACCOUNT #</u>	<u>DEPOSIT</u>
DEBORAH KAY MURRHEE	2 ROBINSON MHP, HILLIARD	67162-13738	R 175
MARGERY MURRHEE	1 ROBINSON MHP, HILLIARD	67152-15700	R 0
PHILIP MYERS	311 HENRY SMITH, HILLIARD	47952-12762	R 0
PHILIP MYERS	313 HENRY SMITH, HILLIARD	47962-10799	R 0
LONNIE D NELSON	6 ROBINSON MHP, HILLIARD	11361-95557	R 0
TAMMY R NIGHTINGALE	ROBINSON MHP #5, HILLIARD	86547-29535	R 85
JENNIFER M OLSEN	3 CYPRESS MHP, HILLIARD	67832-16788	R 50
KERRY PETTY	13 ROBINSON MHP, HILLIARD	44011-66402	R 240
BRUCE PITT	3 ROBINSON MHP, HILLIARD	67392-12733	R 125
MYRA E PRICE	5 ROBINSON MHP, HILLIARD	67663-82037	R 150
DONALD H REED	1005 HENRY SMITH, HILLIARD	67002-15715	R 0
BEVERLY R REYNOLDS	15 ROBINSON MHP, HILLIARD	57812-15768	R 0
TIMMY RICE	4 ROBINSON MHP, HILLIARD	61212-22340	R 110
JOYCE A RUMBOUGH	8 ROBINSON MHP, HILLIARD	41402-70382	R 75
SUSAN A SIMMONS	ROBINSON MHP, HILLIARD	22938-25499	R 140
PEGGY SLUSHER	9 ROBINSON MHP, HILLIARD	17622-64164	R 110
ANDREW SMITH	1009 4 ST, HILLIARD	87202-15774	R 240
MELINDA F SMITH	4 ROBINSON MHP, HILLIARD	89557-50545	R 65
CRYSTAL L STARLING	5 ROBINSON MHP, HILLIARD	38010-11200	R 115
ROBERT SWEAT	13 ROBINSON MHP, HILLIARD	67552-10751	R 100
MICHAEL D THOMPSON	13 ROBINSON MHP, HILLIARD	48773-35556	R 0
MICHAEL D THOMPSON	14 ROBINSON MHP, HILLIARD	67592-19758	R 0
RICHARD L TOLLEY	HENRY SMITH RD, HILLIARD	26332-90404	R 200
JEREMY A TRUMAN	16 ROBINSON MHP, HILLIARD	67612-13708	R 70
SHARON L TURNER	14 ROBINSON MHP, HILLIARD	41931-39146	R 120
DIANE TYSON	2 ROBINSON MHP, HILLIARD	57072-11735	R 0
JILL M VARNUM	7 CYPRESS MHP, HILLIARD	67852-10730	R 0
ANTHONY WILES	ROBINSON MHP, #B1, HILLIARD	57502-17753	R 125
ALBERT WILKES	8 ROBINSON MHP, HILLIARD	56422-861998	R 0
ALBERT WILKES JR	3 ROBINSON MHP, HILLIARD	83047-78106	R 140
DORIS J WILSON	1 ROBINSON MHP, HILLIARD	57062-13708	R 0

(Territorial Agreement) Exhibit C - FPL customers transferring to OREMC

(Customers are listed by service address; mailing addresses and phone numbers are available upon request.)

<u>CUSTOMER</u>	<u>SERVICE ADDRESS</u>	<u>FPL ACCOUNT #</u>	<u>DEPOSIT</u>
JACKIE L WILSON	6 ROBINSON MHP, HILLIARD	81099-31207	R 0
LLOYD WILSON	ROBINSON MHP #PK2, HILLIARD	57732-16758	R 0
INACTIVE	ROBINSON MHP, U2, HILLIARD	5C90825	R 0
INACTIVE	ROBINSON MHP#U2, HILLIARD	5C90763	R 0
INACTIVE	ROBINSON MHP #2R, HILLIARD	5C31488	R 0
INACTIVE	3 ROBINSON MHP#U5, HILLIARD	5C23530	R 0
INACTIVE	ROBINSON MHP#5B, HILLIARD	5C10522	R 0
INACTIVE	ROBINSON MHP#B7, HILLIARD	5C10559	R 0
INACTIVE	ROBINSON MHP#B2, HILLIARD	5C10523	R 0
INACTIVE	4 ROBINSON MHP, HILLIARD	5C07246	R 0
INACTIVE	4 ROBINSON MHP#A, HILLIARD	5C00435	R 0
INACTIVE	3 ROBINSON MHP#A, HILLIARD	5C00469	R 0
INACTIVE	1 ROBINSON MHP#4A, HILLIARD	5C00434	R 0
INACTIVE	HENRY SMITH RD, HILLIARD	2A05909	R 0
INACTIVE	5TH ST, HILLIARD	5C89036	R 0
OUTDOOR LIGHT ACCOUNTS:			
STEVE COVINGTON	HILLIARD	57292-12703	R 0
WANDA ARNOLD	HILLIARD	67842-12703	R 0
FRED L BRAY	HILLIARD	90982-09365	R 0
EUGENE MUSSLEWHITE	CALLAHAN	66143-19728	R 0
STREET LIGHT ACCOUNTS:			
TOWN OF HILLIARD	HILLIARD 6-70W HPS FLAT LENS 1-70W HPS COBRA 1-100W HPS OPEN BOTTOM	45097-10770	
FLA DEPT OF AGRI	NORTH YULEE 2 - 400W DIR	96406-16760	
FLA DEPT OF AGRI	NORTH YULEE 4 -200W COBRA	96396-18736	4 of 4

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 73

ATTACHMENT 1

Exhibit "D"

Existing Points of Service

(Territorial Agreement) Exhibit D -
FPL Existing Points of Service

Customer - U S Federal Aviation Administration,
Hilliard, Florida

<u>Meter #</u>	<u>Type of Service</u>	<u>Service Address</u>
9V51917	FAA Administration	SR 108 & SR 115, Hilliard
1Q32622	FAA Child Care	SR 108 & Eastwood, Hilliard
5C66488	single-phase meter	Carter Road
--	street lights	SR 108 & SR 115

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 75

ATTACHMENT 2

Attachment "B"

FPL/OREMC/JEA Proposed Settlement Agreement

SETTLEMENT AGREEMENT
BETWEEN
FLORIDA POWER & LIGHT COMPANY,
OKEFENOKEE RURAL ELECTRIC MEMBERSHIP COOPERATIVE AND
JACKSONVILLE ELECTRIC AUTHORITY

Section 0.1 This is a Settlement Agreement made and entered into by and between OKEFENOKEE RURAL ELECTRIC MEMBERSHIP CORPORATION, an electric cooperative organized and existing under the laws of the State of Georgia and registered to transact business in the State of Florida pursuant to Section 425.27 of the Statutes of Florida (herein called the "COOPERATIVE"), FLORIDA POWER & LIGHT COMPANY, a corporation organized and existing under the laws of the State of Florida (herein called the "COMPANY"), and JACKSONVILLE ELECTRIC AUTHORITY (herein called the "AUTHORITY") for the purpose of resolving certain disputes that exist between the parties with respect to the provision of electric service in Nassau and Duval Counties.

Section 0.2 WHEREAS, the COOPERATIVE, by virtue of Florida Statutes, Chapter 425, and its Charter, is authorized and empowered to furnish electricity and power to its members, private individuals, corporations and others, as defined by the laws of Florida, and pursuant to such authority, presently furnishes electricity and power to members and customers in areas of Baker and Nassau Counties, Florida and elsewhere; and

Section 0.3 WHEREAS, the COMPANY, by virtue of its Charter and the laws of Florida, is authorized and empowered to furnish

electricity and power to persons, firms and corporations throughout the State of Florida and pursuant to such authority presently furnishes electricity and power to customers in areas of Baker, Nassau and Duval Counties, Florida, and elsewhere; and

Section 0.4 WHEREAS, the AUTHORITY, as an electric utility created by the Charter of the Consolidated City of Jacksonville, Florida, is authorized under that Charter and the laws of the State of Florida to produce and provide electricity and power to customers in Duval and adjacent counties; and

Section 0.5 WHEREAS, there is a dispute between the parties pertaining to the right to provide electric service in certain areas of Nassau County and the parties are desirous of resolving that dispute;

Section 0.6 NOW, THEREFORE, in fulfillment of the purposes and desires aforesaid, and in consideration of the mutual covenants and agreements herein contained, the parties hereto, subject to the approval of the Commission, and subject to the terms and conditions herein set forth, do hereby agree as follows:

ARTICLE I

TRANSFER OF CUSTOMER ACCOUNTS AND RIGHTS TO SERVE CUSTOMERS

Section 1.0 The COOPERATIVE hereby permanently assigns whatever rights it may have to serve the customers listed in Exhibit "A" to the COMPANY. The COOPERATIVE shall further transfer such customer accounts to the COMPANY.

Section 1.1 The AUTHORITY hereby permanently assigns whatever rights it may have to serve the customers listed in Exhibit "A" to the COMPANY.

Section 1.2 The COMPANY hereby permanently assigns its rights to the customers identified in Exhibit "B" to the AUTHORITY. The COMPANY shall further transfer the accounts listed in Exhibit "B" to the AUTHORITY.

Section 1.3 Each party is responsible for making the necessary modifications to its facilities to effect the transfers in Sections 1.0, 1.1 and 1.2.

Section 1.4 The distribution facilities necessary to effect the transfers required by Sections 1.0, 1.1 and 1.2, and the associated identified customer accounts, shall be transferred to the appropriate party within one year of the COMMISSION's final

order approving this Settlement Agreement. The one year period beginning with the Commission's final order of approval shall be the "transfer period".

If during the transfer period major repairs to the facilities to be transferred occur before the transfer due to storm damage, then the party which is to acquire those facilities shall pay, upon presentation of appropriate cost information, all capital costs only of the aforesaid repairs. However, before any major storm damage repairs are made, the acquiring party shall be given the opportunity to do the repairs itself, and effectuate the transfer of those storm damage customers at the time of repair. The parties hereto agree to timely notify each other, by letter, of any governmental mandate to relocate, for road modifications, facilities scheduled for transfer, and coordinate the customer transfers to allow the receiving party to carry out the relocation.

Prior to and after transfer of these facilities, it may be necessary for the parties to jointly use certain facilities and the parties shall enter into, as necessary, an appropriate joint use agreement for those specific facilities. Facilities are to be transferred in good operating condition. Customer meters and oil-filled equipment will not be transferred. Upon transfer of any facilities, the receiving utility shall be solely responsible for any maintenance, removal, upgrading or improvements to those facilities.

Section 1.5 No provision of this Agreement shall be construed as applying to bulk power supply for resale, or to facilities dedicated to such bulk power supply.

Section 1.6 The utilities intend that transferred customers suffer no hardship due to different deposit requirements of each utility. The transferring utility will refund and/or apply to the final bill any deposit currently applicable. The receiving utility will then bill the customer a deposit, no greater than the deposit required by the transferring utility. The customer will be allowed to make up to three equal payments over three months to meet the deposit requirements of the receiving utility.

Section 1.7 All easements, street light contracts and joint use agreements held by either the parties necessary or appurtenant to serving customers transferred pursuant to this Settlement Agreement are hereby assigned to the utility receiving the transferred customers.

Section 1.8 Temporary Service - The parties recognize that in exceptional circumstances, economic constraints or good engineering practices may indicate that a customer's end use facilities either cannot or should not be immediately served by the party in whose territorial area they are located. In such situations, upon

written request by the party in whose territorial area the end use facilities are located, to the other party, the other party may agree in writing to temporarily provide service to such customer. If such temporary service lasts, or is expected to last for more than one year, the parties will seek formal approval of the service from the Commission.

ARTICLE II

PREREQUISITE APPROVAL

Section 2.1 Regulatory Approval - The provisions of this Agreement are subject to the regulatory authority of the Commission whose approval shall be a prerequisite to the validity and applicability hereof. No party shall be bound hereunder until such approval has been obtained.

Section 2.2 Other Approval - To the extent required by law, the transfer of facilities discussed in Article II, above, shall be subject to approval by the Rural Utilities Service (formerly the Rural Electrification Administration) and the National Rural Utilities Cooperative Finance Corporation. No facilities or customers shall be transferred prior to the receipt of such approvals. The COOPERATIVE shall use its best efforts to meet the transfer timetable established in this Agreement. To the extent

practicable the parties shall transfer customer accounts in a contemporaneous fashion.

ARTICLE III

DURATION

Section 3.1 Duration - This Agreement shall continue and remain in effect until the Commission, by order, modifies or withdraws its approval of this Agreement after proper notice and hearing.

ARTICLE V

CONSTRUCTION OF AGREEMENT

Section 4.1 Intent and Interpretation - It is hereby declared to be the purpose and intent of this Agreement, in accordance with which all provisions of this Agreement shall be interpreted and constructed, to eliminate and avoid needless and wasteful expenditures, duplication of facilities and potentially hazardous situations, which would otherwise result from unrestrained competition, between the parties operating in overlapping service areas.

Section 4.2 Annexation - Annexation or deannexation shall not affect this Agreement.

ARTICLE V

MISCELLANEOUS

Section 5.1 Negotiations - Whatever terms or conditions may have been discussed during the negotiations leading up to the execution of this Agreement, the only terms and conditions agreed upon are those set forth herein, and no alteration, modification, enlargement or supplement to this Agreement shall be binding upon the parties hereto unless the same shall be in writing, signed by both parties, and approved by the Commission.

Section 5.2 No Assumption of Liabilities by Company - The COMPANY shall not assume or be responsible for any financial obligations or liabilities of either the COOPERATIVE or the AUTHORITY. Without limiting the generality of the foregoing, the COMPANY shall not assume or be responsible for:

(a) Any tax, penalty or fee assessed on the COOPERATIVE or AUTHORITY arising out of or resulting from the transfer or facilities;

(b) Any tax, penalty or fee resulting from the operations of the facilities before the date of transfer;

(c) Any attorney's, accountant's or other fees or expenses incurred by the COOPERATIVE or AUTHORITY in connection with this Agreement or any transaction made necessary by this Agreement;

(d) Any liabilities or obligations resulting from any lawsuit or proceeding in any way related to the COOPERATIVE or

AUTHORITY arising out of transactions or events in any way related to the facilities; or

(e) Any accrued but unpaid obligation of the COOPERATIVE or AUTHORITY.

Section 5.3 No Assumption of Liabilities by COOPERATIVE - The COOPERATIVE will not be responsible for any financial obligations or liabilities of the COMPANY or AUTHORITY. Without limiting the generality of the foregoing, the COOPERATIVE shall not assume or be responsible for:

(a) Any tax, penalty or fee assessed on the COMPANY or AUTHORITY arising out of or resulting from the transfer or facilities;

(b) Any tax, penalty or fee resulting from the operations of the facilities after the date of transfer;

(c) Any attorney's, accountant's or other fees or expenses incurred by the COMPANY or AUTHORITY in connection with this Agreement or any transaction made necessary by this Agreement;

(d) Any liabilities or obligations resulting from any lawsuit or proceeding in any way related to the COMPANY or AUTHORITY arising out of transactions or events in any way related to the facilities; or

(e) Any occurred but unpaid obligation of the COMPANY or AUTHORITY.

Section 5.4 No Assumption of Liabilities by AUTHORITY - The AUTHORITY will not be responsible for any financial obligations or liabilities of the COMPANY or COOPERATIVE. Without limiting the generality of the foregoing, the AUTHORITY shall not assume or be responsible for:

(a) Any tax, penalty or fee assessed on the COMPANY or COOPERATIVE arising out of or resulting from the transfer or facilities;

(b) Any tax, penalty or fee resulting from the operations of the facilities after the date of transfer;

(c) Any attorney's, accountant's or other fees or expenses incurred by the COMPANY or COOPERATIVE in connection with this Agreement or any transaction made necessary by this Agreement;

(d) Any liabilities or obligations resulting from any lawsuit or proceeding in any way related to the COMPANY or COOPERATIVE arising out of transactions or events in any way related to the facilities; or

(e) Any occurred but unpaid obligation of the COMPANY or COOPERATIVE.

Section 5.5 Environmental Indemnification - The COOPERATIVE shall indemnify and hold the COMPANY harmless from and against any claims, losses, damages, liabilities, fines, penalties, charges, administrative and judicial proceedings and orders, judgments,

remedial action requirements, enforcement actions of any kind, and all costs and expenses incurred in connection therewith, including but not limited to attorney's fees, paralegal charges and expenses, arising directly, or indirectly, in whole or in part, out of:

(a) Any activity by the COOPERATIVE's employees, contractors or agents, in connection with the treatment, decontamination, handling, removal, storage, cleanup, transport or disposal of hazardous material related to the COOPERATIVE's facilities transferred to the COMPANY; and

(b) The presence caused by the COOPERATIVE, its employees, agents or contractors or any hazardous materials or releases or discharges of hazardous materials associated with the COOPERATIVE's facilities transferred to the COMPANY occurring before the transfers.

The COMPANY shall indemnify the AUTHORITY in the same manner for (a) and (b) above, as they relate to the COMPANY's facilities transferred to the AUTHORITY.

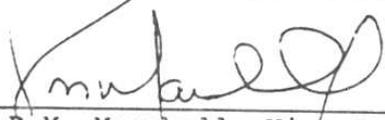
The AUTHORITY shall indemnify the COMPANY in the same manner for (a) and (b) above, as they relate to the AUTHORITY's rights and/or facilities transferred to the COMPANY.

IN WITNESS WHEREOF, this Agreement has been caused to be executed in quadruplicate original copies by the COOPERATIVE in its name by its Manager; by the COMPANY in its name by its Vice President; and by the AUTHORITY; one of said quadruplicate original copies has been delivered to each of the parties hereto.

OKEFENOKEE RURAL ELECTRIC MEMBERSHIP
COOPERATIVE

By: 
W.D. Holland, Manager

FLORIDA POWER & LIGHT COMPANY

By: 
R.M. Marshall, Vice President

JACKSONVILLE ELECTRIC AUTHORITY

By: 

FORM APPROVED


ASSISTANT GENERAL COUNSEL

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 88

ATTACHMENT 2

Exhibit "A"

Customers transferred from OREMC to FPL

(Settlement Agreement) Exhibit A - OREMC customers
transferring to FPL in south Yulee

CUSTOMER	ADDRESS
WILLIAM B. THWEATT c/o RICK THWEATT	302 SPRING MEADOW ROAD, YULEE, FL 32097
GAYLE S. WELLS	291 SPRING MEADOW AVE, YULEE, FL 32097
MINNIE D. BATEMAN	285 SPRING MEADOW AVE, YULEE, FL 32097
RHONDA C. KING	P.O. BOX 1711, YULEE, FL 32097
DON L. & MELANIE D. PARKER	275 SPRING MEADOW AVE, YULEE, FL 32097
DENNIS C. REGISTER	261 SPRING MEADOW AVE, YULEE, FL 32097
REGINALD GRANT	P.O. BOX 90, MOSS OAK DR, YULEE, FL 32097
GEORGE CRADY	1401 US 17 SOUTH, YULEE, FL 32097
C. W. GARDNER	1309 US 17 SOUTH, YULEE, FL 32097
GILBERT J LEBLANC	1275 HARTS ROAD, YULEE, FL 32097
JAMES GLEN HAMBRICK	P.O. BOX 797, YULEE, FL 32097
DENNIS W. MORRIS	276 SPRING MEADOW, YULEE, FL 32097
CATHLEEN E MCKNIGHT	P.O. BOX 1045, YULEE, FL 32097
LEONARD L. HAMBLETT	292 SPRING MEADOW AVE, YULEE, FL32097
BRUCE W. FREDERICK	455 CARDINAL RD, YULEE, FL 32097
STEVE D. WOODS	461 CARDINAL ST, YULEE, FL 32097
RON E. YOUNG	463 CARDINAL ST, YULEE, FL 32097
TONY J. KIRKUS	255 SPRING MEADOW AVE, YULEE, FL 32097
ROBERT J. HINTON	P.O. BOX 1185, YULEE, FL 32097
JOSEPH M. SIMEONE	252 SPRING MEADOW AVE, YULEE, FL 32097
MICHAEL K. ARDIS	256 SPRING MEADOW AVE, YULEE, FL 32097
ELIZABETH A. KEENE	P. O. BOX 1252, YULEE, FL 32097
RHONDA E. HORNE	282 SPRING MEADOW AVE, YULEE, FL 32097

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 90
↓

ATTACHMENT 2

Exhibit "B"

Customers transferred from FPL to JEA

**(Settlement Agreement) Exhibit B - FPL
customers transferring to JEA**

(Customers are listed by service address; mailing addresses and
phone numbers are available on request.)

<u>CUSTOMER</u>	<u>SERVICE ADDRESS</u>	<u>FPL ACCOUNT #</u>	<u>DEPOSIT:</u>
S B BOWEN SR	US HWY 1, CALLAHAN	56256-11701	R 0
JAMES A BROWN	14504 OLD KINGS RD, CALLAHAN	56096-15793	R 0
VIRGINIA CARTER	US HWY 1, CALLAHAN	46826-14724	R 125
CONTINENTAL CABLE	14481 NEW KINGS RD, CALLAHAN	56186-10728	C 0
JERRY FOLEY	US HWY 1, CALLAHAN	56166-16776	C 200
CLONNIE HARRIS JR	US HWY 1, CALLAHAN	56226-19723	R 0
LONNIE E HENDRIX	14500 OLD KINGS RD, CALLAHAN	11260-17597	R 165
H W JONES	US HWY 1, CALLAHAN	46836-12750	R 0
H W JONES JR	RAYJO, CALLAHAN	46846-10787	R 0
JOHN KIRKLAND	US HWY 1, CALLAHAN	46686-12767	R 0
NORMAN KIRKLAND	14648 OLD KINGS RD, CALLAHAN	46736-19799	R 0
DAVID W MARTIN	14588 OLD KINGS RD, CALLAHAN	46746-15713	R 160
J W MCKENZIE	15500 KINGS RD, CALLAHAN	56306-18733	R 185
FRANCIS MILLER	US HWY 1, CALLAHAN	95425-08487	R 0
RAY REEVES	RAYJO, CALLAHAN	46474-86200	C 30
RAY REEVES	US HWY 1, CALLAHAN	46986-12746	R 0
ELIEZER DIERRA	US HWY 1, CALLAHAN	46896-15708	R 0
JOHN SILCOX	US HWY 1, CALLAHAN	46766-11777	R 0
GEORGE A TURNER	US HWY 1, CALLAHAN	56246-15786	C 30
ROY WALKER SR	US HWY 1, CALLAHAN	18152-65416	R 140
AMY WHITE	US HWY 1, CALLAHAN	12301-90322	R 0
INACTIVE	US HWY 1, CALLAHAN	2A14143	R 0
INACTIVE	RAYJO, CALLAHAN	5C42273	R 0
INACTIVE	14564 OLD KINGS RD, CALLAHAN	5C32644	R 0

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 92

ATTACHMENT 2

FPL customers transferring to JEA

OUTDOOR LIGHTS:

LONNIE E HENDRIS	14500 OLD KINGS RD, CALLAHAN	34583-38583
DAVID W MARTIN	14588 OLD KINGS RD, CALLAHAN	46756-13741
RAY REEVES	US HWY 1, CALLAHAN	46906-13734

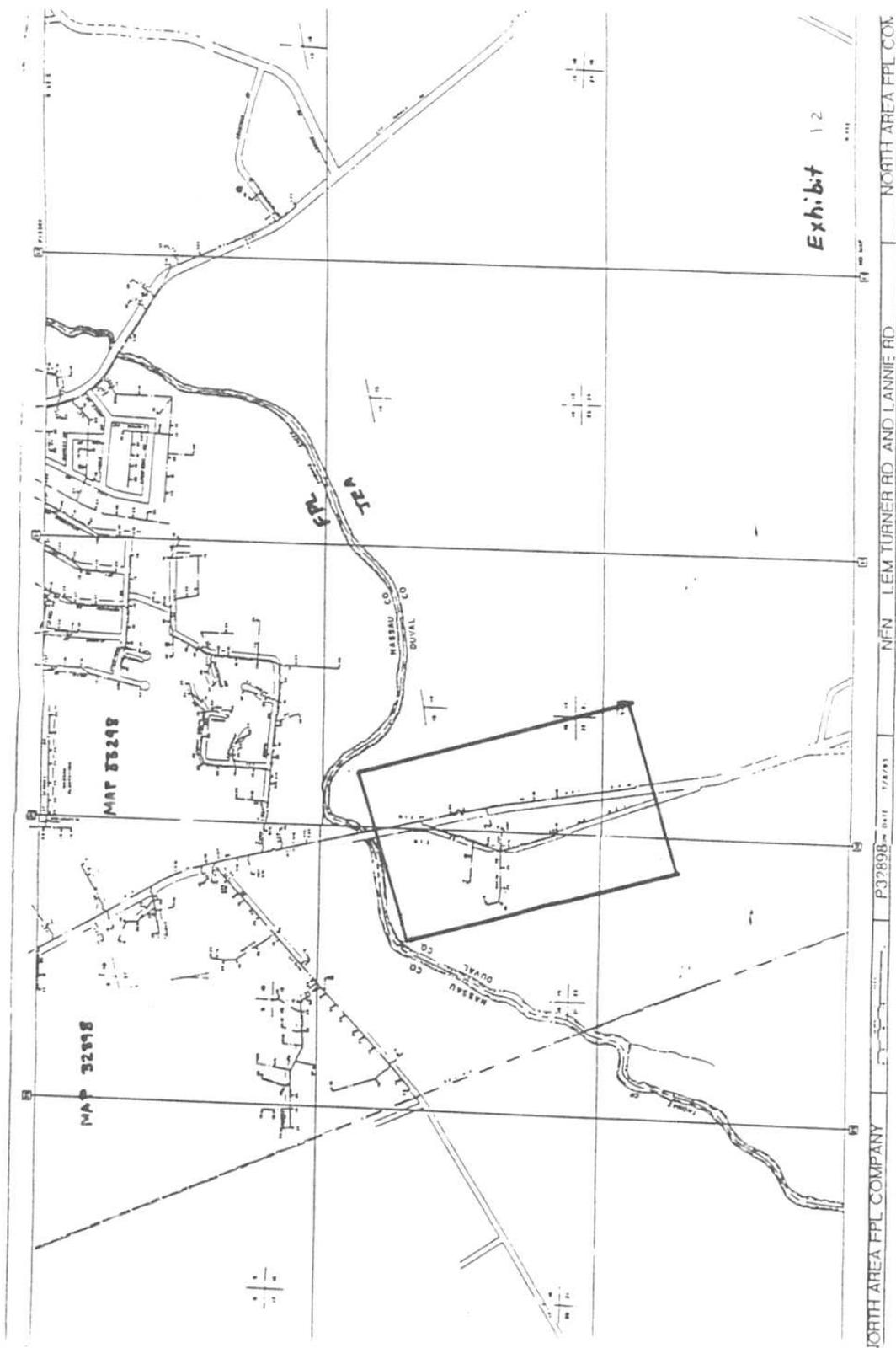


Exhibit 12

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 94

ATTACHMENT 2

Attachment "C"

Transfer Letters from FPL and OREMC





Florida Power & Light Company, 3103 E. Duval St., Lake City, FL 32055

(DATE)

(Customer Name/Address)

Re: Account No:
Service address:

Dear (Customer):

Electric service in Baker and Nassau Counties is provided in some areas by Florida Power & Light Company (FPL) and in other areas by Okefenokee Rural Electric Membership Corporation (OREMC). In the past there have been no clearly defined boundaries specifying the areas served by each of these utilities.

In order to avoid costly and unnecessary duplication of facilities, which can adversely affect the rates customers of both companies pay, FPL and OREMC have entered into a proposed agreement which specifically defines the territory to be served by each utility.

Under the terms of the proposed agreement, which has been submitted to the Florida Public Service Commission for their approval, your electric account will be transferred from FPL to OREMC. Although the exact time frame for the transfer of your account has not been determined, it will most likely be sometime within the next year.

The deposit you currently have with FPL will be refunded to you or credited to your final bill. OREMC will then bill you a deposit no greater than the amount you had with FPL. You may take up to 3 months to establish your deposit.

The attached information provides you with a summary of the rates charged by FPL and OREMC. If you would like more specific information on how this change will affect your bill, or if you have any other questions or concerns, please feel free to call any of the following individuals:

FPL	Mary Henry	1-800-741-3368
	Maria Fletcher	1-800-741-3368
OREMC	Mark Middleton	1-800-262-5131, Ext 114
	Mike Vinson	1-800-262-5131, Ext 135

We respectfully request that your contact be no later than April 28, 1995.

Sincerely,

Mike A. Lang
Customer Relations & Sales

Attachment

MONTHLY BILL COMPARISON

1/9/

RESIDENTIAL BILL COMPARISON

	500 KWH	1,000 KWH	1,500 KWH
FPL	\$ 37.41	\$71.62	\$108.37
OREMC	\$ 47.97	85.94	123.91

COMMERCIAL BILL COMPARISON

	750 KWH	1500 KWH
FPL	\$60.88	\$112.65
OREMC	66.96	123.91

GENERAL SERVICE BILL COMPARISON

	30 KW 6000 KWH	40 KW 10,000 KWH
FPL	\$487.39	\$767.69
OREMC	477.64	749.40

FPL = FLORIDA POWER & LIGHT
OREMC = OKEFENOKE RURAL ELECTRIC MEMBERSHIP COOP

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 97

ATTACHMENT 2



Florida Power & Light Company, 3103 E Duval St., Lake City, FL 32055

(DATE)

(Customer Name/address)

Re: Account No:
Service Address:

Dear: (Customer)

Electric service in Duval County is provided in some areas by Florida Power & Light Company (FPL) and other areas by Jacksonville Electric Authority (JEA).

Under the terms of a Settlement Agreement, resolving a dispute between FPL and JEA, which has been submitted to the Florida Public Service Commission for their approval, your electric account will be transferred from FPL to JEA. Although the exact time frame for the transfer of your account has not been determined, it will most likely be sometime within the year.

Your current deposit will be refunded to you or credited to your final bill. JEA will not require a deposit upon transfer to their account.

The attached information provides you with a summary of the rates charged by FPL and JEA. If you would like more specific information on how this change will affect your bill, or if you have any other questions or concerns, please feel free to call any of the following individuals:

FPL	Mary Henry	1-800-741-3368
	Maria Fletcher	1-800-741-3368
JEA	Customer Service	1-900-632-5200

We respectfully request that your contact be no later than April 28, 1995.

Sincerely,

Mike A. Lang
Customer Relations and Sales

Attachment

MONTHLY BILL COMPARISON

1/9/9

RESIDENTIAL BILL COMPARISON

	500 KWH	1,000 KWH	1,500 KWH
FPL	\$ 37.41	\$71.62	\$108.37
JEA	\$ 36.70	\$67.90	\$ 99.10

FPL = FLORIDA POWER & LIGHT

JEA = JACKSONVILLE ELECTRIC AUTHORITY

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 99

ATTACHMENT 2

MAR-27-'00 TUE 00:11 ID:

TEL NO:

#127 P05



Okefenoke Rural Electric Membership Corporation

POST OFFICE BOX 502
NAHUNTA, GEORGIA 31653
912-482-5131
800-262-5131

"Owned By Those We Serve"

January 12, 1995

RE:

Dear:

Electric service in Nassau and Baker Counties is provided in some areas by Florida Power & Light Company (FPL) and in other areas by Okefenokee Rural Electric Membership Corporation (OREMC). In the past, there have been no clearly defined boundaries specifying the areas served by each of these utilities.

In order to avoid costly and unnecessary duplication of facilities, which can adversely affect the rates customers of both companies pay, OREMC and FPL have entered into a proposed agreement which specifically defines the territory to be served by utility.

Under the terms of the proposed agreement, which has been submitted to the Florida Public Service Commission for their approval, your electric account will be transferred from OREMC to FPL. Although the exact time frame for the transfer of your account has not been determined, it will most likely be sometime within the next year.

The deposit you currently have with OREMC will be refunded to you or credited to your final bill. FPL will then bill you a deposit no greater than the amount you had with us. You may take up to 3 months to establish your deposit with them.

You will continue to receive all capital credits due you on the same schedule as before. Please remember to notify the co-op of any moves, name changes or deaths that may effect us setting your annual check to you.

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420 EU
PAGE 100

ATTACHMENT 2

TEL NO:

#127 P06

Okefenoke Rural Electric Membership Corporation

The attached information provides you with a summary of the rates charged by FPL and OREMC. If you would like more specific information on how this change will affect your bill, or if you have any other questions or concerns, please feel free to call any of the following individuals:

FPL	(name)	(telephone)
	(name)	(telephone)
OREMC	(name)	(telephone)
	(name)	(telephone)

We respectfully request that your contact be no later than February 28, 1995.

Sincerely,

L. T. (Tommy) Todd, Jr.
Division Manager

Attachment:

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 101

ATTACHMENT 2

Attachment "D"

Transfer Letters from FPL to JEA

ORDER NO. PSC-95-0668-FOF-EU
DOCKET NO. 920420-EU
PAGE 102

ATTACHMENT 2



Florida Power & Light Company, 3103 E Duval St., Lake City, FL 32055

(DATE)

(Customer Name/address)

Re: Account No:
Service Address:

Dear: (Customer)

Electric service in Duval County is provided in some areas by Florida Power & Light Company (FPL) and other areas by Jacksonville Electric Authority (JEA).

Under the terms of a Settlement Agreement, resolving a dispute between FPL and JEA, which has been submitted to the Florida Public Service Commission for their approval, your electric account will be transferred from FPL to JEA. Although the exact time frame for the transfer of your account has not been determined, it will most likely be sometime within the year.

Your current deposit will be refunded to you or credited to your final bill. JEA will not require a deposit upon transfer to their account.

The attached information provides you with a summary of the rates charged by FPL and JEA. If you would like more specific information on how this change will affect your bill, or if you have any other questions or concerns, please feel free to call any of the following individuals:

FPL	Mary Henry	1-800-741-3368
	Maria Fletcher	1-800-741-3368
JEA	Customer Service	1-900-632-5200

We respectfully request that your contact be no later than April 28, 1995.

Sincerely,

Mike A. Lang
Customer Relations and Sales

Attachment

MONTHLY BILL COMPARISON

1/9/95

RESIDENTIAL BILL COMPARISON

	500 KWH	1,000 KWH	1,500 KWH
FPL	\$ 37.41	\$71.62	\$108.37
JEA	\$ 36.70	\$67.90	\$ 99.10

FPL = FLORIDA POWER & LIGHT

JEA = JACKSONVILLE ELECTRIC AUTHORITY

20. Does FPL consider the FPL/JEA settlement agreement to be a modification of FPL's and JEA's current Commission approved territorial agreement approved by Order No. 9363, issued May 9, 1980?

Answer to Interrogatory 20.

Yes, but only with respect to the customers transferred from FPL to JEA. Should the Commission determine that it deems the settlement agreement an amendment or modification to the FPL/JEA settlement agreement then FPL submits that the revised territorial boundary between FPL and JEA in the affected area should be drawn as shown in Attachment "A" to this response.

21. Please provide a listing of the responses to the customer notifications sent by FPL to its customers that are being transferred to JEA under the terms of the proposed settlement agreement.

